



# APPLICATION FOR COMMERCIAL CREDIT

## HAJOCA CORPORATION

MAIL THIS APPLICATION TO:

### APPLICANT

Applicant – Business or Corporate Name:		Additional Trade Name (D/B/A):	
Business Street Address		City	State Zip
Billing Street Address		City	State Zip
Business Telephone No.	Business Fax No.	Year Business Was Established	
Business Email Address	Contractor's License No.	Federal Tax ID #	
Applicant is Engaged in the Business of:		...if PLUMBING, please specify: <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> SERVICE <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> NEW CONSTRUCTION	
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government Agency		Are you certified as a: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> None	
Business Building is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased		<input type="checkbox"/> Check box and provide name and address of Owner/Parent if Company is a Subsidiary, Branch, Division or Private-Equity Owned: <i>*If checked, Owner/Parent must sign Corporate Guarantee attached below</i>	
Monthly Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Accounts Payable Contact:	Telephone No.	Fax No.
Amount of Monthly Credit Desired (estimate):	Do You Require a Purchase Order? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are Job Names/Numbers Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Invoice Delivery Options: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail - If Email, send invoices to:		Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No	
Do You Prefer or Require Separate Billing Statements For Each Job in Most Instances? <input type="checkbox"/> Yes <input type="checkbox"/> No		*If yes, Please Attach a Copy of Valid Exemption Certificate	

### PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT

### FINANCIAL INSTITUTION

Bank Name	Account Contact	Phone No.	Email Address
Account No.	Branch Street Address	City	State Zip

### SUPPLIER REFERENCES

Name	Address	Phone No.	Account No.	Email or Fax No.

Have You Done Business with Other Hajoca Locations? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Please List:
Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors Within the Past Six Years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are There Any Past Due Taxes Owed by Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP) OFFICERS (IF A CORPORATION) MEMBERS (IF LLC)

*Please provide a separate sheet with additional names if necessary.*

Social Security No.	Name	Home Address	Home Phone No.

Are Principals Involved with Affiliated Companies? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Please List:
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BACK OF APPLICATION MUST BE SIGNED BEFORE PROCESSING (OVER)

**GENERAL TERMS:** This Credit Application ("Application") is between Hajoca Corporation (including its parent(s), subsidiaries, successors and affiliates, "Hajoca") and the Applicant named above, including its parent(s), subsidiaries and affiliates (collectively,"Applicant"). Applicant acknowledges it is furnishing the information requested herein, including Applicant's financial statement, for the purpose of procuring credit from time to time with Hajoca. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of Applicant's financial condition. Applicant authorizes Hajoca to obtain credit and financial information concerning Applicant at any time and from any source. Applicant authorizes Hajoca to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history.

**ENTIRE AGREEMENT:** This Application, along with these terms and conditions and the terms and conditions set forth on Hajoca's quotations, [www.hajoca.com](http://www.hajoca.com), invoices and delivery tickets (incorporated herein by this reference) (collectively, the "Credit Terms and Conditions"), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to Hajoca by Applicant. Applicant hereby agrees to be bound by such terms and conditions. Hajoca reserves the right to modify the Credit Terms and Conditions at any time, at its sole discretion, by providing reasonable notice to Applicant, with such modifications becoming effective upon posting on Hajoca's website or upon Hajoca providing Applicant a copy of the modified terms.

**TERMS OF PAYMENT:** In consideration of Hajoca extending credit to Applicant, Applicant agrees to pay for all material and/or services on or before the 25th day of the month following the month in which the material was delivered unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the Hajoca invoice. Unless accompanied by specific remittance instructions, Applicant agrees that Hajoca is authorized to apply all unspecified payments at its discretion. Balances that have not been paid by the 25th day of the month following the month in which the material was delivered are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law, and such charges shall be paid on or before the 25th day of the following month such charges were assessed. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Waiver of any service charge and/or interest for any month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and Hajoca are parties to a written contract. Applicant agrees to pay a reasonable fee, not to exceed the maximum allowed by state law, for any checks which are returned for non-sufficient funds or are dishonored for any reason. Any lien waiver or release executed by Hajoca related to the goods sold under these Credit Terms and Conditions shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference.

**RIGHT OF SETOFF:** Hajoca may at any time, without notice to Applicant (any such notice being expressly waived by Applicant) and to the fullest extent permitted by law, set off, reduce or apply any and all amounts otherwise payable by Hajoca (including but not limited to, rebates, refunds, or other indebtedness) to or on behalf of Applicant against any and all amounts owed by Applicant to Hajoca, whether or not such amount is due under this Credit Application or another ancillary agreement between the parties, and Applicant shall be deemed to have consented to such set off.

**DISPUTE RESOLUTION:** Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Hajoca's option and at a venue selected by Hajoca. In the event Hajoca elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by Hajoca. In addition to paying all sums due hereunder, Applicant agrees to reimburse Hajoca for all costs of collection including, without limitation, reasonable attorneys' fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

**TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the material supplied by Hajoca, shall be held in trust of the benefit of Hajoca. Applicant agrees to promptly pay to Hajoca all such funds. Upon request, Applicant shall irrevocably assign to Hajoca its accounts receivable from anyone to the extent that such receivable results from material supplied by Hajoca.

**CREDIT LIMIT:** From time to time Applicant may receive a credit limit which may exceed the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant shall be liable for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that Hajoca shall have no liability arising out of a credit limit being exceeded. If Applicant fails to comply with these Credit Terms and Conditions, or Applicant's credit becomes unsatisfactory in Hajoca's sole discretion, Hajoca reserves the right to terminate or restrict Hajoca's credit on any account or purchase order upon notice to Applicant. If Hajoca terminates Applicant's credit, Applicant's account(s) with Hajoca shall become immediately due and payable and Hajoca may suspend further performance under any purchase order with Applicant.

**ASSIGNMENT:** Applicant agrees that it may not factor, sell or assign the debt related to the credit granted by Hajoca under the terms of this Application without written authorization from a Hajoca representative. **Applicant will notify Hajoca immediately in writing of any changes in Applicant's legal entity, legal name or legal status, place of business, principals and/or owner, as well as any employees who are terminated and no longer authorized to purchase on the account.** Failure to timely advise Hajoca of any change in Applicant's legal status will be considered a material breach of this Application.

**CERTIFICATION:** Applicant certifies that the individual signing below is authorized to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms.

**ECOA NOTICE:** THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

**FCRA NOTICE:** CONSISTENT WITH THE FAIR CREDIT REPORTING ACT, THE UNDERSIGNED HEREBY CONSENT(S) TO HAJOCA'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED FROM TIME TO TIME IN ORDER TO EVALUATE THE CURRENT AND ONGOING CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT.

By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Applicant understands the same.				
Applicant - Name of Business/Corporation	Date	Signature of Authorized Individual	Printed Name of Authorized Individual	Title

**PERSONAL GUARANTY**

As consideration for Hajoca Corporation (including its successors and affiliates, "Hajoca") extending credit to Applicant, the undersigned Guarantor(s) jointly and severally hereby personally guarantees to Hajoca the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to Hajoca, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. Guarantor further agrees to pay any and all costs and expenses of collection including attorneys' fees, in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Hajoca may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. Guarantor may revoke this Guaranty only by providing Hajoca's District Credit Manager written notice via certified mail, return receipt requested, of its intent to revoke the Guaranty on such date that shall not be less than seven (7) days after the notice is received. Revocation shall not relieve Guarantor of obligations incurred prior to the receipt of such notice. This Guaranty shall be binding upon Guarantor and his/her successors, heirs and assigns. Guarantor authorizes Hajoca to obtain and use Consumer Credit Reports from time to time concerning Guarantor to evaluate current and ongoing credit worthiness in connection with the extension of business credit to Applicant. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Guarantor understands the same.			
Social Security No.	Date	Signature	Printed Name
Social Security No.	Date	Signature	Printed Name

SPACES BELOW ARE FOR HAJOCA CORPORATION USE ONLY		
PC No.	PC Manager Approval	Credit Approval

IF APPLICANT IS A SUBSIDIARY, BRANCH, OR DIVISION, THE PARENT  
COMPANY MUST FILL OUT THE BELOW CORPORATE GUARANTEE

## CORPORATE GUARANTEE

For valuable consideration, the receipt of which is hereby acknowledged, and to induce Hajoca Corporation (including its successors and affiliates, "Hajoca") to extend credit under that certain application for commercial credit (the "Credit Application") being entered into by \_\_\_\_\_ (the "Applicant") simultaneously herein, the undersigned guarantor(s), \_\_\_\_\_, (individually or collectively, the "Guarantor") hereby guarantees to Hajoca the full and prompt payment when due of all Indebtedness (as defined below) of Applicant to Hajoca, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line (the "Guarantee"). For the purpose of this Guarantee, "Indebtedness" shall include all debts, liabilities, obligations, covenants and duties owing from Applicant to Hajoca of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to Applicant, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under this Guarantee or any other instrument or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of Hajoca incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including attorneys' fees and expenses.

This is a continuing Guarantee, and applies to and covers all Indebtedness, including any renewals, extensions and substitutions between Applicant and Hajoca, and shall be binding upon each Guarantor and its successors. This Guarantee shall survive termination of the Credit Application and may not be terminated except by written consent of Hajoca. The Guarantor may not assign any of its rights or transfer any of its obligations under this Guarantee without the prior written consent of Hajoca.

The Guarantor hereby expressly waives demand of payment, presentment, protest, notice of dishonor, nonpayment or nonperformance on any and all forms of the Indebtedness and all other notices and demands of any kind and description relating to the Indebtedness now or hereafter provided for by any agreement, statute, law, rule or regulation.

The Guarantor represents and warrants that (i) the execution, delivery and performance by Guarantor of this Guarantee have been duly authorized by all necessary corporate action; (ii) this Guarantee, when executed and delivered, shall constitute the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors rights generally or by general equitable principles; and (iii) the Guarantor is familiar with the financial condition of the Applicant, and the Guarantor has executed and delivered this Guarantee based on the Guarantor's own judgment and not in reliance upon any statement or representation of the Hajoca. Breach of any of the above representations and warranties shall constitute a material breach of this Guarantee, and at any time thereafter, Hajoca may declare all Indebtedness immediately due and payable.

Hajoca may at all times without prejudice to this Guarantee and without discharging or in any way affecting the liability of any Guarantor hereunder, (i) determine, vary or increase any credit or facility to the Applicant and (ii) subsequently obtain other persons or companies to enter into a guarantee under the terms hereof.

**By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Guarantor understands the same.**

Title	Date	Signature	Printed Name
Title	Date	Signature	Printed Name

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PC No.	PC Manager Approval	Credit Approval
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