

Russell Sigler Inc.



FOR OFFICE USE ONLY:

Sigler Acct # _____
Carrier Acct # _____
Salesman # _____
Branch _____

Application for Credit and Payment Agreement

Russell Sigler, Inc. Credit Dept., CreditApps@siglers.com
9702 W. Tonto St., Tolleson, AZ 85353
Phone (623) 388-5100 Fax (623) 388-5408

Application for Credit

Business Name _____ dba _____
[Applicant]

Corporation Limited Liability Company General Partnership Sole Proprietorship
[Check One]

Please attach your most recent financial statement including balance sheet and income statement

Bill to: Address _____ City _____ State _____ Zip _____

Ship to: Address _____ City _____ State _____ Zip _____

Business Phone (____) _____ Fax No. (____) _____ A/P Contact _____

E-Mail (Required) _____

Age of Business _____ Number of Years at this address: _____ years. If less than one year, please give previous address _____

Customer Requirements:

Sales Tax Exempt Yes No You will be considered taxable unless valid tax exemption certificate is attached.

PO. No. required on invoices Yes No Number of invoice copies required _____

General Business Information:

Business Activities _____ Number of years in this business _____

Contractor's License Number(s) _____ License Type(s) _____

Officers, Shareholders Members List by Title	Name	Spouse	Home Address & Home Phone	Social Security Number
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1. _____

2. _____

3. _____

4. _____

[list additional on separate sheet of paper]

Date of Formation: _____ State of Formation: _____

Principal Suppliers: (LIST ONLY ACCOUNTS FOR WHICH YOU HAVE AN OPEN LINE OF CREDIT)

Name	Complete Address	Phone	Acct. No.
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1. _____

2. _____

3. _____

4. _____

5. _____

Additional Terms and Conditions on Reverse Side

Business Real Estate Ownership:

Name of Owner in Title _____

Complete Address of Real Property _____

Bankruptcies: List any bankruptcy filing within the past 10 years:

Name of Debtor _____ Case Number _____ Date _____ Jurisdiction _____

Banking:

Bank Name _____ Branch Location _____

Account Number _____ Account in name of _____

Bank Name _____ Branch Location _____

Account Number _____ Account in name of _____

[list additional accounts on separate sheet of paper]

Payment Agreement

Payment Terms: By signing this Application for Payment and Credit Agreement ("Application") the Applicant hereby agrees to pay Russell Sigler, Inc. ("RSI") the outstanding balance of its account when due. The payment terms are net 10th, no cash discount, with a finance charge at the rate of 12 % per annum, compounded monthly on the outstanding balance of the Applicant's account. These payment terms are subject to change at the sole discretion of RSI, upon notice to Applicant.

Change in Credit Terms: RSI reserves the right to increase (even beyond the original amount requested), decrease, place a credit hold on or eliminate its extension of credit at any time in its sole discretion, without advance notice to the principal or any guarantor.

Credit Check: Applicant hereby grants permission now and from time to time while Applicant is doing business with RSI for RSI and/or its agents to verify and/or supplement the information stated hereon, including but not limited to inquiries of Applicant's Principal Suppliers, Banks and other credit references and obtaining credit reports on the Applicant in the sole discretion of RSI.

Litigation: In the event this Agreement is placed by RSI in the hands of an attorney or collection agency for enforcement of collection, Applicant agrees to pay in addition to the sums provided above, all collection costs including reasonable attorney's fees, (including such fees and costs incurred in the successful defense of any crossclaim or counterclaim brought against RSI). Arizona law shall apply to the interpretation of this Application and the venue for such action or proceeding shall be in the forum located in Maricopa County, Arizona, having jurisdiction over the subject matter, except when elected otherwise by RSI.

Representations: **This is a binding contract.** The parties signing this Application acknowledge that the information provided herein and any additional information provided by the Applicant is true and complete as of the date it is made and that there are no false or misleading representations or omissions contained therein. Applicant shall notify RSI immediately upon the sale of a controlling interest in the ownership or a substantial portion of the assets of Applicant's business. Signer certifies that he/she has acquired all corporate approval necessary to bind the corporation and is authorized to sign. Applicant acknowledges that such information is being relied on by RSI in its initial and continuing decision to extend credit.

Applicant:

By: _____ Its: _____ Date: _____
[Signature] [Title of Authorized Signer]

Personal Guaranty: As a material inducement to extend credit, the undersigned individual(s) hereby jointly and severally personally guaranty payment of all indebtedness owed by the Applicant to RSI under this Application or otherwise ("Obligations"). This guaranty shall survive any termination of this Application and may only be revoked as to future obligations incurred after 30 days advance written notice of such revocation to RSI's credit department. This is a continuing guaranty and includes any all indebtedness arising under current or future transactions or under successive transactions which either continue such Obligations then existing or new Obligations incurred by the Applicant from time to time even after the original Obligations have been satisfied. RSI may without notice to any guarantor and without any affect on the enforceability of this guaranty: (a) renew, modify, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of any Obligations or any part thereof, including an increase or decrease of the rate of interest thereon; (b) release, substitute or add any one or more guarantors; (c) take and hold security for the Obligations, and enforce, exchange, substitute, subordinate, waive or release any such security; (d) proceed against such security and direct the order or manner of sale of such security as RSI in its discretion may determine; (e) apply any and all payments from Applicant, Guarantor or any other guarantor in the sole discretion of RSI; and (f) increase (even beyond the original amount requested), decrease or eliminate its extension of credit to Applicant. The Guarantors have read this Application, the terms of which are incorporated herein. The undersigned authorize RSI to obtain credit references and reports on guarantors to the extent that such information may be obtained from the Applicant as provided in the Payment Agreement. The undersigned understand they are obligating themselves to pay this Obligation out of their personal assets.

Personal Guarantor's Signature _____ Spouse [mandatory, if no spouse indicate "No Spouse"] _____ Date _____

Personal Guarantor's Signature _____ Spouse [mandatory, if no spouse indicate "No Spouse"] _____ Date _____

Please complete and return to: Russell Sigler, Inc., Credit Department, 9702 W. Tonto St., Tolleson, AZ 85353 (or you can send by email to CreditApps@siglers.com or fax to (623) 388-5408).

Sales
Comments: _____



Sigler

WHOLESALE DISTRIBUTORS

Corporate
9702 W. Tonto St.
Tolleson, AZ 85353
Main (623) 388-5100
Fax (623) 388-5408

ARIZONA
NEVADA
TEXAS
NEW MEXICO
IDAHO
CALIFORNIA

AUTHORIZED BUYERS

COMPANY NAME: _____

ACCOUNT# _____

AUTHORIZED PURCHASERS/BUYERS:

DATE: _____ FURNISHED BY: _____ TITLE: _____

PLEASE RETURN WITH APPLICATION

