

Top Advantage Surfaces, Inc.

139 E Maple Street
P.O. Box 430
Hartville, OH 44632
Phone (330) 877-2138
Fax (330) 877-4439
www.topadvantage.com



CREDIT APPLICATION

Legal Name _____ DBA _____

Year Business Started _____ Type of Business: Corporation _____ LLC _____ Partnership _____ Sole Proprietorship _____ Other _____

Names of Owners:

1. _____ Social Security # _____ Spouse _____

2. _____ Social Security # _____ Spouse _____

Names of Officers:

1. _____ Social Security # _____ Title _____

2. _____ Social Security # _____ Title _____

3. _____ Social Security # _____ Title _____

Mailing Address _____ City _____ State _____ Zip _____

Physical Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Cell Phone _____

Email address _____ Person Responsible for Paying Bills _____

Previous Address (if less than 6 months at current address) _____ City _____ State _____ Zip _____

Have you ever applied for an account before at Top Advantage Surfaces? _____ Have you ever filed bankruptcy? _____

Are you presently past due with any creditors? _____ (If yes, please list the names of the companies below)

Are you Tax Exempt? _____ (Please attach a completed Tax Exemption Certificate)

Credit Line Requested \$ _____

List Trade References:

Name _____ Address _____

City _____ State _____ Zip _____ Phone () _____ Fax () _____

Name _____ Address _____

City _____ State _____ Zip _____ Phone () _____ Fax () _____

Name _____ Address _____

City _____ State _____ Zip _____ Phone () _____ Fax () _____

Please circle which category best describes your business:

BUILDER SUBCONTRACTOR REMODELER GOVERNMENT BUSINESS NON-PROFIT OTHER _____

CREDIT AGREEMENT

Terms:

- 30 Days – Invoice subject to late charges – 1 ½ % / month
- 45 Days – Lien process will begin, On 50th day a lien will be filed
- 60 Days – No Orders or Installations until account is current

The undersigned, (hereinafter referred to as Purchaser, which term shall include any entity purchasing from Top Advantage Surfaces, Inc. on account and any Guarantor) in consideration of Top Advantage Surfaces, Inc. ("TAS") extending credit to Purchaser, hereby agrees that the following terms and conditions shall govern this account:

1. All charges made to the account of Purchaser shall be paid on terms set for each order as stated on each invoice.
2. If the balance on the account is not paid in full by the 30th day of the month following the date of purchase, Purchaser agrees to pay interest at the rate of 1.5% per month on the unpaid balance.
3. Purchaser agrees to provide to TAS the name of the owner, the location and legal description of any real estate wherein the materials purchased on this account are to be used, prior to taking delivery of the materials, if so required by TAS. TAS may refuse to deliver goods if this information is not provided or if there is any breach or default by Purchaser in their terms of this Agreement or any other instrument evidencing any agreement between the parties.
4. In the event of any default or breach of this Agreement or should Purchaser or any Guarantor be named in any Bankruptcy or other insolvency proceeding or should TAS for any reason have cause to incur expenses in the protection of its interests in collecting the indebtedness owed to it by Purchaser, perfecting and prosecuting lien rights, or otherwise, including collection expense, court costs, attorney's fees, or other charges of any type, Purchaser agrees to pay all such expenses and agrees that said charges may be added to the account balance and shall earn interest as herein provided.
5. The undersigned Guarantors hereby unconditionally guarantee the prompt and due payment of all indebtedness and other obligations of the Purchaser to TAS, whether heretofore or hereafter incurred, and whether or not Purchaser is presently indebted to TAS. This is a continuing guaranty, and it shall be revocable only with respect to the transactions entered into subsequent to the receipt by one of the officers of TAS of notice of revocation sent by the undersigned guarantors by registered or certified mail. The undersigned guarantors hereby consent to and waive notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of any indebtedness or obligation of Purchaser to TAS, the settlement or compromise of differences, acceptance or release of security, the acceptance of negotiable instruments, and the demand, protest, and notice of protest of such instruments or their endorsements.
6. TAS may elect at any time to decline to sell goods to Purchaser for cash or on credit and may terminate this agreement without notice or cause, at its election.

The undersigned certifies information is correct as completed on the Credit Application, and agrees to pay Top Advantage Surfaces according to their terms and conditions as stated above, for all purchases made by you or your company. Your signature also gives Top Advantage Surfaces permission to do a credit history now and at any time in the future it deems necessary. (Signer must be 18 years of age or older.)

Signed _____ Date _____

(Print)
First Name _____ M.I. _____ Last _____

Your Title with Company _____

PERSONAL GUARANTY

The undersigned agrees to be fully liable on a continuing basis for the prompt payment of the above account including future invoices, finance charges, and costs of collection. I recognize that Top Advantage Surfaces, Inc. may grant additional credit to the above company and make additional sales to which this guaranty agreement will apply. Guarantor agrees that Top Advantage Surfaces, inc. may make demand under this guaranty without exhausting all of its recourse against the purchaser. This guaranty shall remain in effect until it is revoked by the undersigned in writing and received by Top Advantage Surfaces, Inc. All charges occurring prior to the date the revocation is received will be included in this guarantee.

I further agree and understand that this guaranty shall apply to any amounts owed to Top Advantage Surfaces, Inc. as well as any related companies including Hartville Hardware, Inc.

Signature: _____ Date: _____

Printed Name: _____ Title: _____