

## CREDIT APPLICATION GUARANTEE FORM – UNSIGNED AND INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

For the purpose of obtaining merchandise on credit, we submit the following information. We understand this information will be kept strictly confidential. We authorize the release of all pertinent financial and credit information by the listed financial and trade references, and we release, discharge and exonerate HVAC, its agents and representatives, and any party, company or agency which is contacted by HVAC in investigating the credit worthiness of the undersigned.

**FULL LEGAL NAME OF APPLICANT** \_\_\_\_\_

DBA OR T/A (if different from above) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE & ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

### MAIN CONTACT INFORMATION

CONTACT NAME \_\_\_\_\_

CONTACT EMAIL \_\_\_\_\_ CONTACT PHONE \_\_\_\_\_

### COMPANY INFORMATION

ANNUAL HVAC PURCHASES \_\_\_\_\_ TAX EXEMPT?  NO  YES (if yes, attach copy of tax exempt form)

HAVE YOU EVER DECLARED BANKRUPTCY?  NO  YES DO YOU HAVE ANY PENDING LAWSUITS?  NO  YES

# OF EMPLOYEES \_\_\_\_\_ PREMISES OWNED OR LEASED?  OWNED  LEASED

FORM OF BUSINESS:  CORPORATION  PARTNERSHIP  SOLE PROPRIETORSHIP

WHAT IS YOUR PRIMARY BUSINESS EMPHASIS? \_\_\_\_\_

### LIST BELOW THE NAMES OF OFFICERS, PARTNERS AND/OR SOLE PROPRIETOR

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ HOME PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ HOME PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

**TYPE OF ACCOUNT REQUESTED**  COD  CREDIT CARD  OPEN ACCOUNT **ARE PURCHASE ORDERS REQUIRED?**  NO  YES

CREDIT LINE REQUESTED \_\_\_\_\_ PROJECTED ANNUAL PURCHASES FROM HVAC\* \_\_\_\_\_

*\*ACCOUNTS COMMITTING TO ANNUAL PURCHASES OF LESS THAN \$25K WILL BE SUBJECT TO DELIVERY & HANDLING CHARGES.\**

PRODUCTS OF INTEREST \_\_\_\_\_

**NAME OF LICENSED HVAC TECHNICIAN** \_\_\_\_\_

CERTIFICATION # \_\_\_\_\_ *PLEASE ATTACH COPY OF CERTIFICATION*

### BANK REFERENCE

BANK NAME & BRANCH \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ LOAN OFFICER/CONTACT \_\_\_\_\_

# HVAC DISTRIBUTORS, INC. | CREDIT APPLICATION

## TRADE REFERENCES

TRADE REFERENCE \_\_\_\_\_

PHONE # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

FAX # \_\_\_\_\_

CITY \_\_\_\_\_

STATE & ZIP \_\_\_\_\_

TRADE REFERENCE \_\_\_\_\_

PHONE # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

FAX # \_\_\_\_\_

CITY \_\_\_\_\_

STATE & ZIP \_\_\_\_\_

TRADE REFERENCE \_\_\_\_\_

PHONE # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

FAX # \_\_\_\_\_

CITY \_\_\_\_\_

STATE & ZIP \_\_\_\_\_

With the granting of the extension of credit, applicant agrees to pay all invoices within the terms of sale printed upon each invoice. HVAC Distributors, Inc. reserves complete discretion concerning all extensions of credit and shall have the right at any time to refuse to extend credit to applicant. A service charge of 1-1/2% per month, equal to an annual percentage rate of 18%, will be charged on bills remaining unpaid after the 30th of the month following the month of purchase, and I/we agree to pay such charges. Applicant hereby grants to HVAC Distributors, Inc. a security interest in all goods sold by HVAC Distributors, Inc. to Applicant, on open account pursuant to a written or oral contract, to secure the prompt and full payment of any and all accounts now or at anytime hereafter owing by Applicant to HVAC Distributors, Inc. So long as any balance remains owing from Applicant, HVAC Distributors, Inc. shall have all rights of an unpaid secured creditor under the Pennsylvania Uniform Commercial Code and all other rights and remedies available at law or in equity. An account will be considered in default after any portion remains unpaid for 90 days. This Credit Application and Agreement and any subsequent contract of sale between HVAC Distributors, Inc. and Applicant, shall be deemed to have been entered into at the home office of HVAC Distributors, Inc. in Mount Joy, Lancaster County, Pennsylvania. Applicant acknowledges and consents to the exercise of jurisdiction by the Court of Common Pleas of the Commonwealth of Pennsylvania. Applicant further agrees that venue for any lawsuit brought by Applicant, its successors or assigns against HVAC Distributors, Inc. for whatever reason, or any lawsuit brought by HVAC Distributors, Inc. against Applicant, its successors or assigns, shall lie exclusively in the Court of Common Pleas of Lancaster County, Pennsylvania. In the event that Applicant's account is referred to an attorney or collection agency for collection, Applicant agrees that HVAC Distributors, Inc. shall be entitled to collect, in addition to principal and accrued finance charges, a fee of twenty percent (20%) for collection added, plus out-of-pocket costs and expenses. This Credit Application and Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned, intending to be legally bound, hereby executes this Credit Application and Agreement, and, if signing on behalf of a corporation or partnership, warrants that the undersigned has the express authority to do so on behalf of the Applicant, and the undersigned authorized representative of the purchaser intending to be legally bound hereby affirms that he/she has read and agrees to the terms of this agreement and that the information provided is true and correct.

## APPLICATION MUST BE SIGNED & DATED | UNSIGNED & INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## PERSONAL GUARANTEE

In consideration for the extension of credit to the company/partnership/individual applying for credit, I/we do jointly and severally personally guarantee to be directly liable for payment of any and all invoices, accounts, and any interest or attorney fees resulting from the account being considered in default. This shall be a continuing personal guarantee which shall continue in full force and effect until the account is paid in full and shall not be affected by any extension of time or modifications to this agreement with or without my/our consent.

GUARANTOR \_\_\_\_\_

DATE \_\_\_\_\_

ADDITIONAL GUARANTOR \_\_\_\_\_

DATE \_\_\_\_\_

BANK \_\_\_\_\_

ACCOUNT # \_\_\_\_\_



*Partners For Success*

*Distributor & Manufacturers Representative Since 1987*

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P 717-653-6674 | F 717-653-6494

## CREDIT INVESTIGATION AUTHORIZATION LETTER

To Whom It May Concern:

I hereby give my permission and authorization for the release of credit and banking information to HVAC Distributors, Inc. This authorization is valid for both business and personal credit and banking purposes.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_