



# FISHMAN FLOORING SOLUTIONS

## Credit Application and Agreement

Ph. (410)633-2500  
 Fax (410)633-0241  
 Fax2 (410)633-0106  
 credit\_dept@LFishman.com

Exact Business Name of the Applicant			Fed. I.D. No.		
Address		City		State	
Phone		FAX	E-mail Purchasing		
			E-mail A/P		
<b>BUSINESS STRUCTURE</b> <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Individual <input type="checkbox"/> Partnership		<b>WE ARE A:</b> (Check all that apply) <input type="checkbox"/> Retail Dealer <input type="checkbox"/> Flooring Contractor <input type="checkbox"/> Installer		<input type="checkbox"/> Rug Cleaner <input type="checkbox"/> Property Manager <input type="checkbox"/> _____	

Retail sales tax exemption? YES  NO  For each state that you claim sales tax exemption, please attach a copy of the exemption form

CORPORATION OR LLC ONLY			PARTNERSHIP OR INDIVIDUAL
Exact Corporate Name of the Applicant		State Incorporated	Date Incorporated
		Date Established	
Annual Sales are:	Net Worth:	Credit Limit Requested:	

OFFICERS, OWNERS OR PARTNERS			
Name & Home Address	Title	Phone	Social Security No.
Name & Home Address	Title	Phone	Social Security No.
Name & Home Address	Title	Phone	Social Security No.
<i>if less than 3 years at above address, list previous address, and indicate to whom it applies</i>			
Has any owner, partner, member, manager, officer or director, of the applicant, ever declared personal bankruptcy?			YES <input type="checkbox"/> NO <input type="checkbox"/>
Has any owner, partner, member, manager, officer or director, of the applicant, ever been affiliated with a firm that was in bankruptcy (Chapter 7 or 11) ?			YES <input type="checkbox"/> NO <input type="checkbox"/>
IF EITHER QUESTION WAS ANSWERED 'YES', FURNISH DETAILS			

BANK REFERENCES		
Bank Name & Address	Branch & Account No.	Phone No. & Contact name
Bank Name & Address	Branch & Account No.	Phone No. & Contact name

TRADE REFERENCES	
Firm Name & Address	Phone No. & Contact name
Firm Name & Address	Phone No. & Contact name
Firm Name & Address	Phone No. & Contact name

Former business experience of the Applicant
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# CREDIT APPLICATION AND AGREEMENT

I / We the undersigned individuals (the "undersigned") on behalf of the person or entity named on the front hereof (the "Applicant") hereby apply to L. Fishman & Son, Inc, its affiliates and subsidiaries, (the "Seller") for the extension of credit to the Applicant and in order to induce Seller to extend credit to the Applicant and the undersigned, I / we jointly and severally agree as follows:

1. The undersigned represent and warrant that all information contained in this application, or furnished to Seller in connection herewith is true and complete. We understand that credit may be extended in reliance upon the statements made in, or figures supplied with, this application. We represent and warrant that this is a commercial account and that no purchase hereunder will be a retail or consumer purchase.
2. Applicant agrees that terms of sale are Net 30 days and to pay a service charge of 1-1/2% per month on any past due balance (including prior service charges) both before and after the past due balance may be reduced to judgment.
3. We the undersigned warrant that we are duly authorized to sign on behalf of the Applicant entity and understand that in signing this agreement and application, we sign in both our capacity as corporate officers or agents and also jointly and severally as unconditional personal guarantors of prompt payment of the total amount due the Seller under this Agreement, regardless of whatever we append a corporate title after our signatures. We further agree that this guaranty is unconditional and shall remain in full force and effect on any renewal, extension, amendment or other modification of this Agreement, whether or not we have knowledge thereof. Seller may proceed against the undersigned individuals separately or jointly before, after or simultaneously with proceeding against Applicant.
4. If the applicant is a sole proprietorship or a partnership which becomes a limited liability entity ("LLE") subsequent to the execution of this application, the undersigned agree to be jointly and severally liable to the Seller in accordance with the preceding paragraph for any indebtedness incurred by or transferred to such LLE, regardless of whether the incorporation was with or without the knowledge of the Seller. If the Applicant is a LLE which in any way is succeeded by a successor LLE, the undersigned agree to be jointly and severally liable in accordance with the preceding paragraphs for any indebtedness incurred by the successor LLE until such time as we notify Seller that we are no longer associated with the successor LLE.
5. The undersigned hereby authorize any banks at which we or the Applicant maintain accounts to furnish to Seller on request at any time information regarding account balances and the persons authorized to draw on the accounts.
6. We hereby waive objection to the venue of any action under this Agreement in any court of Baltimore City or Baltimore County. This Agreement shall be governed by and construed in accordance with the laws of Maryland. We hereby consent to the jurisdiction and venue of the Maryland courts. We further waive trial by jury in any action or proceeding.
7. If Seller institutes legal proceedings to collect any indebtedness or enforce its rights under this Agreement, OR IF Seller deems it necessary to retain counsel, refer to a collection service or undergo any other cost or expense as a result of any other dispute with Applicant, the undersigned agree to indemnify Seller for all reasonable costs incurred by Seller, including attorney's fees, court costs, collection fees, filing fees, etc.
8. Seller agrees to replace or, at Seller's option, repair any defective goods delivered to Applicant within a reasonable time. Applicant's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Seller. Further, Applicant's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Applicant. In no event shall Seller be liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
9. Applicant shall make a careful inspection at the time of delivery. Applicant's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. Seller will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller.
10. Seller may at its sole discretion grant, refuse to grant, or impose limitations upon future extension of credit.
11. Applicant (as debtor) hereby grants to Seller (as Secured Party) a continuing security interest in all present and future: accounts receivable, returned or repossessed goods, chattel paper, contract rights, general intangibles, all goods to be sold to debtor by secured party, inventory, equipment in which it has an interest, and all proceeds and insurance proceeds of the collateral. The collateral shall secure payment of all present and future liabilities and debts of Applicant to Seller. Until notice to the contrary is given by the Secured Party, Debtor will collect the accounts for the Secured Party at Debtor's own expense. At any time when Applicant is in default, Secured Party may notify any account debtor of the existence of this Security Agreement and direct such account debtor to pay directly to Secured Party the amounts due or to become due from such account debtor. Secured Party may at Debtor's expense, and either in Debtor's name or its own, enforce collection of any account by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period, any indebtedness thereunder. Secured Party is hereby authorized to sign and file any UCC-1 Financing Statement in order to provide public notice of this security interest and endorse in the name of the Debtor, any item received by Secured Party representing proceeds of any collateral.
12. This agreement is binding upon the Applicant, all signatories as guarantors, their heirs, administrators, executors, successors, personal representatives and assigns and shall insure to the benefit of Seller, its heirs, successors personal representatives and assigns. As required by the context, the use of the singular encompasses the plural and vice versa, and use of either gender encompasses the other gender.

This Application and Agreement is executed under seal as of \_\_\_\_\_

Business (corporate) name of Applicant:

\_\_\_\_\_ *In both our capacity as agents of Applicant and personal guarantors under this Agreement*

By: \_\_\_\_\_ Signature By: \_\_\_\_\_ Signature By: \_\_\_\_\_ Signature

\_\_\_\_\_ Title \_\_\_\_\_ Title \_\_\_\_\_ Title

\_\_\_\_\_ Witness \_\_\_\_\_ Witness \_\_\_\_\_ Witness