

**ABR ENTERPRISES, INC.**

22 Shelter Rock Lane (#102), Danbury, CT 06810  
(203) 550-4690 Fax: (475) 289-3987 Email: info@abrenter.com

**CREDIT APPLICATION  
FOR BUSINESS ACCOUNT**

**APPLICANT INFORMATION**

Name of Applicant (full legal name): \_\_\_\_\_

Billing Address: \_\_\_\_\_  
City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

Shipping Address (if different): \_\_\_\_\_  
City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

Telephone (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

Applicant's Website: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

Date of Incorporation/Organization: \_\_\_\_\_

Type of Business Entity (check one): Corporation  LLC  Partnership  Sole Proprietorship

Federal Tax ID No. (EIN): \_\_\_\_\_

Tax Exempt No. (attach certificate): \_\_\_\_\_

**BANK INFORMATION**

Name of Bank: \_\_\_\_\_

Branch Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Contact: \_\_\_\_\_

**PERSON AUTHORIZED  
TO ORDER MATERIALS  
ON THIS ACCOUNT**

Name: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**GUARANTOR(S) INFORMATION**

Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Address: Street \_\_\_\_\_ City/Town \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Address: Street \_\_\_\_\_ City/Town \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

*This Application is Subject to the Terms and Conditions Set Forth on the Second Page Hereof.*

**AGREED AND ACCEPTED**

Authorized Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

ABR Enterprises, Inc. ("ABR") reserves the right, and Applicant acknowledges ABR's right, to deny open account privileges, without prior notice, if Applicant is determined in ABR's sole discretion not to be in good credit standing. By signing on page 1 hereof, Applicant is further acknowledging and agreeing that: (1) Applicant shall on a timely basis notify ABR of any change occur in the information disclosed on page 1 hereof; (2) Applicant shall furnish a written purchase order for each request made to ABR for a sale of materials; (3) all of ABR's invoices must be paid in full within 30 days of delivery, and in the event that any unpaid balance on Applicant's account extends beyond such 30-day period, Applicant will incur a service charge payable to ABR in the amount of 2% of that balance for each month in which the account remains open, or the maximum such charge permitted by law, whichever is less; (4) Applicant shall notify ABR in writing within 10 days of receipt of an ABR invoice or monthly statement of any discrepancy in billing or receiving of materials, and in the absence of such written notice it will be conclusively presumed that the invoice or statement is correct in all particulars and that Applicant received the materials described therein; (5) Applicant shall be responsible for a charge of \$50.00 for any check that is returned or dishonored, and in the event of any instance in which a check from Applicant is returned or dishonored, ABR will accept future payments only by certified or bank checks; (6) Applicant consents to ABR's release of information regarding Applicant's account to any credit reporting agency; (7) in the event that ABR initiates any collection measures against Applicant, or any litigation to recover an unpaid balance on the applicant's account and any associated service charge, ABR shall be entitled to recover all of its associated expenses, including attorneys' fees; (8) all transactions between Applicant and ABR shall be governed by Connecticut law; (9) any dispute between ABR and Applicant must, if not resolved directly between the parties, be litigated in the Superior Court of the State of Connecticut, Fairfield County, and Applicant waives any defense or objection based on personal jurisdiction; (10) the individual who signed on page 1 hereof on Applicant's behalf certifies that all of the information furnished in this application is true and correct to the best of his or her knowledge, and that any sale of goods by ABR to Applicant shall be made in reliance upon that information; (11) in the event of any material change in Applicant's business circumstances, or with regard to any of the information furnished in this application, the applicant must furnish notice of such change to ABR in writing, delivered by certified mail; and (12) the only warranties applying to any materials sold by ABR are those specifically provided by the manufacturer of those materials, and ABR shall not be liable in contract, tort or otherwise for injuries to persons or property for incidental, consequential or commercial damages or for any other damages.

## PERSONAL GUARANTY

The undersigned (hereinafter referred to as "Guarantor"), in consideration for ABR Enterprises, Inc. ("ABR") selling materials and extending credit to the above-described Applicant, do hereby unconditionally guaranty the payment of any sum that may be come due or payable to ABR from Applicant, together with the costs and expenses incurred by ABR in the collection thereof, including reasonable attorneys' fees. Guarantor acknowledges that ABR shall have the right to initiate a lawsuit against Guarantor without previously or contemporaneously suing Applicant, and Guarantor consents to jurisdiction and venue in any such lawsuit in the Superior Court of the State of Connecticut, Fairfield County. To the extent permitted by law, Guarantor hereby waives any protection or exemption from garnishment to which he or she may be entitled.

### PERSONAL GUARANTY AGREED AND ACCPETED:

1st Guarantor's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Date: \_\_\_\_\_

*Copy of Driver's License Required.*

2nd Guarantor's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Date: \_\_\_\_\_

*Copy of Driver's License Required.*