



1. BUSINESS ACCOUNT APPLICATION AND AGREEMENT

(Please type or print)

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

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ Fax \_\_\_\_\_

Physical Address \_\_\_\_\_ E-mail \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE ONE:  Sole Owner  Partnership  Corporation  Limited Liability Corporation

Corporation, State of \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Length of time in business \_\_\_\_\_ Federal I.D. # \_\_\_\_\_

Contractors License # \_\_\_\_\_ Type \_\_\_\_\_ State Resale # \_\_\_\_\_

Primary Business Activity \_\_\_\_\_

2. PRINCIPAL \_\_\_\_\_ S.S. # \_\_\_\_\_ D.L. # \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How Long? \_\_\_\_\_

Previous Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How Long? \_\_\_\_\_ (If partnership, list above "Principal" information on separate sheet for each partner).

Have you ever personally filed bankruptcy or have you ever been an officer, director or shareholder of a corporation or a partner of a partnership which has filed bankruptcy?  Yes  No

If Yes, Case Number # \_\_\_\_\_ State Filed In \_\_\_\_\_

Does Company own real property? If YES, give address \_\_\_\_\_

Does Individual own real property? If YES, give address \_\_\_\_\_

3. BUSINESS BANK ACCOUNTS

Bank Name \_\_\_\_\_ Branch Phone Number \_\_\_\_\_

Address \_\_\_\_\_  
NUMBER STREET CITY STATE ZIP

4. CREDIT REFERENCES:

a) Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Account # \_\_\_\_\_

b) Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Account # \_\_\_\_\_

c) Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Account # \_\_\_\_\_

AMOUNT OF CREDIT REQUESTED \$ \_\_\_\_\_

Is P.O. # Required \_\_\_\_\_ Is Monthly Statement Required? \_\_\_\_\_ # of Invoices Required \_\_\_\_\_

5. American Refrigeration Supplies, Inc. is hereinafter referred to as "The Company".
6. As Principal of \_\_\_\_\_ (hereinafter referred to as "Customer").  
I promise and guarantee that all information provided on this application and agreement is true and complete and that if accepted by The Company, Customer agrees to be bound by all the terms and conditions stated herein. The Customer represents to The Company that this is a commercial account. The Customer authorizes The Company to investigate Customer's credit history, either in connection with this application for credit or later in connection with an update, renewal, or extension of additional credit under this agreement and to furnish information concerning Customer's accounts to consumer reporting agencies and others who in The Company's discretion may properly receive such information.
7. Credit is to be extended at the sole discretion of The Company and upon such terms and conditions as The Company determines. Credit limitations set by The Company shall be for the protection of The Company and shall not be construed to be a limitation on the customer's or any guarantor's liability to The Company. The Company's delay or failure to enforce any such right or of any other rights shall not be deemed a waiver of any part of this agreement.
8. The Customer agrees to pay for all purchases made on its behalf according to The Company's normal terms of sale, which are net 10th prox., and to pay interest at the rate of 1.5% per month on any amounts that might become past due of these terms. The Company may at any time with or without notice refuse to permit further credit purchases.
9. The Customer is obligated for all purchases made in the name of the customer even if there is a change in the form of business or sale of the business to a third party.
10. Customer warrants and represents to The Company that the Customer is solvent and further agrees that such warranty and representation shall be continuing and shall be deemed to be made by Customer at the time of every purchase under this account.
11. The Company may send statements and any notices to Customer at the address shown on this application. Notice to Customer is given upon mailing.
12. Customer agrees to supplement all information provided herein as the changes occur.
13. If the Customer's account is referred for collection, the Customer shall pay all collection costs and attorney's fees and costs. The Customer consents to personal jurisdiction of the courts of Arizona and agrees that venue for any dispute or action under this contract shall be in Maricopa or Pima County, Arizona.
14. The undersigned is fully authorized to bind customer to this agreement and customer agrees to be bound by all the terms and conditions stated herein.
15. All monies received by The Company shall be applied to the outstanding obligation at The Company's discretion. If attorney's fees and costs have been incurred by The Company in the collection of any obligation, all monies received shall be first applied to those attorney's fees and costs.
16. Customer agrees to return the goods to The Company in the event the purchase price is not paid to The Company in a timely manner.

Company \_\_\_\_\_

By (print or type) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned (Guarantor) acknowledges that credit will not be extended to the Customer without the execution of this personal guarantee. The Guarantor acknowledges that The Company is relying on all representations made herein in extending credit to the Customer. The Guarantor unconditionally agrees to pay all amounts which become due to The Company from the Customer, including any modifications thereof, regardless of amount. The Guarantor further acknowledges and agrees to pay all expenses of collection including reasonable attorney's fees incurred by reason of the default of the Customer or the default of the Guarantor.

This is a continuing guarantee of payment. The Guarantor waives any notice of extensions of credit to the Customer and any other requirements that might affect The Company's right to enforce this guarantee, including prior demand on the Customer.

If the Guarantor is married a spousal signature is required. If the Guarantor signs without a spousal signature the absence of such spousal signature constitutes a warranty and representation that the Guarantor is unmarried and an acknowledgment that The Company is relying upon that representation in issuing credit to the Customer.

By \_\_\_\_\_ By \_\_\_\_\_  
 (Personal Guarantor) (Spouse) (Co-Guarantor)  
 (If the Guarantor is married a spousal signature is required)