



CREDIT APPLICATION

Credit Line Requested: _____

Date: _____

BUSINESS INFORMATION:

Legal Business Name: _____ Fed I.D. #: _____

Contact: _____ Title: _____ Phone: _____

Email: _____

Street Address: _____ City, State, Zip: _____

Type of Business: Corporation/LLC: _____ (state of corporation or organization is :____) Partnership: _____ Sole Proprietorship: _____

Tax Exempt : _____ (attach copy of certificate)

Status of Business: New: _____ Established: _____ Number of Years: _____

Owners/Officers:

Name and Title Address Social Security No. Email Telephone

<u>Name and Title</u>	<u>Address</u>	<u>Social Security No.</u>	<u>Email</u>	<u>Telephone</u>

Do any unsatisfied judgments exist against the applicant? Yes: _____ No: _____ If yes, please explain:

Has the applicant filed bankruptcy within the last seven years? Yes: _____ No: _____ If yes, please explain:

BANK RELATIONSHIPS:

Primary Bank: _____ Branch: _____ Phone: _____ Fax: _____

Bank Officer: _____ Account #: _____

Other Bank(s): _____ Branch: _____ Phone: _____ Fax: _____

Bank Officer: _____ Account #: _____

TRADE REFERENCES:

Name: _____ Phone: _____ Fax: _____ Contact: _____

Name: _____ Phone: _____ Fax: _____ Contact: _____

Name: _____ Phone: _____ Fax: _____ Contact: _____

Name: _____ Phone: _____ Fax: _____ Contact: _____

THE APPLICANT (PURCHASER) AGREES THAT ALL SALES TO PURCHASER ARE SUBJECT TO THE FOLLOWING TERMS:

1. PAYMENT IS DUE AND PAYABLE WITHIN ____ DAYS OF DATE OF DELIVERY OF PRODUCT.
2. ANY CHARGES UNPAID AFTER DUE DATE SHALL ACCRUE INTEREST AT THE RATE OF 1½% PER MONTH.
3. PURCHASER SHALL PAY ALL COST RELATED TO COLLECTION OF PAST DUE CHARGES, INCLUDING REASONABLE ATTORNEY FEES. A SERVICE CHARGE OF \$25.00
4. TITLE TO ALL PRODUCTS SHELL REMAIN WITH CREDITOR UNTIL ALL CHARGES ASSOCIATED WITH THE WORK ARE PAID IN FULL.
5. ALL CLAIMS, REQUESTS FOR ADJUSTMENTS OR NOTIFICATIONS OF ERRORS MUST BE MADE IN WRITING AND RECEIVED BY CREDITOR WITHIN 30 DAYS OF THE DATE OF DELIVERY OF PRODUCT OT THE ACCOUNT SHALL BE DEEMED AN ACCOUNT STATED.
6. CREDIT PRIVILEGES MAY BE WITHDRAWN BY CREDITOR AT ANY TIME WITHOUT NOTICE AND WITHOUT INVALIDATION OF THE TERMS HEREIN STATED.
7. APPLICANT WARRANTS TO CREDITOR THAT ALL INFORMATION FURNISHED HEREIN IS TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS. APPLICANT HEREBY AUTHORIZES CREDITOR TO INVESTIGATE ALL REFERENCES FURNISHED BY APPLICANT AND FURTHER AUTHORIZES ALL REFERENCES TO FURNISH SUCH INFORMATION PERTAINING TO APPLICANT THAT CREDITOR MAY REQUEST TO ESTABLISH CREDIT WITH CREDITOR.
8. APPLICANT HEREBY AUTHORIZES CREDITOR TO SHARE THE INFORMATION CONTAINED HEREIN AND/OR OBTAINED FROM ITS CREDIT INVESTIGATION WITH THE SUBSIDIARIES AND AFFILIATES OF CREDITOR.
9. ALL TRANSACTIONS WITH THE CREDITOR SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ANY ACTION PERTAINING TO TRANSACTIONS BETWEEN THE PARTIES SHALL BE THE SUPERIOR COURT OF WHITFIELD COUNTY GEORGIA, AND THE PARTIES HEREBY WAIVE ALL PERSONAL JURISDICTION DEFENSES WITH THE RESPECT TO SAID VENUE.

APPLICANT:

By: _____
Authorized Officer

PRINTED NAME/TITLE

GUARANTY:

EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT IS IN HIS OR HER BEST INTEREST FOR THOMPSON KENNY, LLC ("THE CREDITOR") TO GRANT CREDIT TO _____ ("PURCHASER"). IN CONSIDERATION FOR SUCH EXTENSION OF CREDIT, EACH OF THE UNDERSIGNED JOINTLY, SEVERALLY AND UNCONDITIONALLY GUARANTEES THAT PROMPT FULL PAYMENT AND TIMELY PERFORMANCE OF ALL OBLIGATIONS INCURRED BY PURCHASER IN FAVOR OF CREDITOR. THE UNDERSIGNED HEREBY WAIVE NOTICE OF ACCEPTANCE HEREOF AND NOTICE OF DEFAULT, PRESENTMENT AND DEMAND FOR PAYMENT. THIS GUARANTY IS AN ABSOLUTE, UNCONDITIONAL AND CONTINUING GUARANTY, AND SHALL REMAIN EFFECTIVE EVEN THOUGH PURCHASER MAY EXTINGUISH INDEBTEDNESS TO CREDITOR FROM TIME TO TIME. THIS GUARANTY SHALL REMAIN IN FULL FORCE AND EFFECT AS TO EACH UNDERSIGNED UNTIL SUCH TIME AS THE UNDERSIGNED REVOKES THE SAME BY WRITTEN NOTICE TO THE CREDITOR. SUCH REVOCATION SHALL BE EFFECTIVE AS OF THE DATE OF RECEIPT BY CREDITOR, BUT SHALL BE INEFFECTIVE AS TO PURCHASER INDEBTEDNESS INCURRED PRIOR TO THE DATE OF CREDITOR'S RECEIPT OF REVOCATION. THIS GUARANTY MAY BE ENFORCED BEFORE, CONCURRENTLY OR AFTER ANY CLAIM OR DEMAND IS MADE OR SUIT IS FILED AGAINST PURCHASER OR ANY OTHER GUARANTOR. THIS GUARANTY SHALL BE EFFECTIVE REGARDLESS OF THE SOLVENCY OR INSOLVENCY OF PURCHASER AT ANY TIME OR THE EXTENSION OR MODIFICATION OF THE PURCHASER'S INDEBTEDNESS TO CREDITOR. THE UNDERSIGNED AGREE TO PAY ALL COSTS OF CREDITOR FOR COLLECTION OF ANY SUM OR SUMS DUE HEREUNDER INCLUDING FIFTEEN (15%) PERCENT OF THE PRINCIPAL AND INTEREST DUE AS ATTORNEY FEES TOGETHER WITH ALL OTHER LEGAL AND COURT EXPENSES. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ANY ACTION PERTAINING TO TRANSACTIONS BETWEEN THE PARTIES SHALL BE THE SUPERIOR COURT OF WHITFIELD COUNTY GEORGIA, AND THE PARTIES HEREBY WAIVE ALL PERSONAL JURISDICTION DEFENSES WITH THE RESPECT TO SAID VENUE.

Name

Date

Name

Date