

Martin & Company Designs, Inc.

CREDIT APPLICATION

BUSINESS INFORMATION

Applicant's legal name:		
Operating as (DBA):		
Phone:	Fax:	E-mail:
Internet website:		
Accounts Payable Contact:		Phone:
Registered company address:		
City:	State:	ZIP Code:
Primary business address (if different):		
City:	State:	ZIP Code:
Date business established:		
Date business commenced (if different):		
How long at current address?		
How organized: Sole proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/> LLC: <input type="checkbox"/>		
Other:		
State of legal organization:		
Sales Tax ID:		Federal EIN:
Anticipated dollar purchases per month:		Credit requested:

OWNER(S)/PRINCIPAL OFFICERS (ATTACH EXTRA SHEET IF NECESSARY):

Name:		SS#:
Home address:		
City:	State:	ZIP Code:
Home phone:		Email:
Name:		SS#:
Home address:		
City:	State:	ZIP Code:
Home Phone:		Email:

BANK INFORMATION

Bank name:		
Bank address:		
City:	State:	ZIP Code:
Name of relationship officer:		
Phone:	Fax:	E-mail:
<u>Type of account</u>	<u>Account number</u>	
Savings		
Checking		
Other		

TRADE REFERENCES

Please list at least three trade references in the stationery, greeting card and/or gift wrap industry

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Account No.: Type of account:

No. of years account established:

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Account No.: Type of account:

No. of years account established:

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Account No.: Type of account:

No. of years account established :

SECURITY (Required for credit approval)

Type of Card: Visa: MasterCard:

Card Number:

Expiration Date:

Name on Card:

Billing Address of Card:

City: State: ZIP Code:

AGREEMENT

1. By signing this credit Application and Agreement, each individual signing below, individually and personally represents and warrants to Martin & Company Designs, Inc. ("Martin & Company") that:
 - a. He/she is authorized to execute this Application and Agreement on behalf of Applicant and is legally authorized to bind Applicant to the terms of this Agreement;
 - b. The information set forth in this Application and Agreement is accurate and complete; and
 - c. Applicant is solvent and pays its obligations as they become due.
2. All invoices are to be paid 30 days from the date of the invoice.
3. Applicant agrees to pay interest on any unpaid balances, beginning 15 days after the payment due date, at the rate of 18% for unpaid balances of up to \$1,000, 21% per annum if the unpaid balance is over \$1,000, or in any event the maximum legal rate, if less.
4. If Applicant's account is past due, Martin & Company may hold any current orders placed by Applicant until the past due amount, including any applicable finance charges, is paid in full.
5. Applicant agrees to pay \$30 for each check which is returned unpaid or marked NSF.
6. Martin & Company reserves the right to (a) require C.O.D. or prepay terms on any order or (b) terminate Applicant's credit terms at any time for any reason or no reason in its sole discretion upon prior notice to Applicant.

7. By submitting this application, Applicant agrees to the terms hereof and authorizes Martin & Company to make inquiries into the banking and business/trade references that you have supplied and others that Martin & Company becomes aware of during the credit review process and from time to time.
8. Applicant understands that Martin & Company will retain this Application and Agreement, whether or not it is approved, and that Martin & Company will consider this Application and Agreement as a continuing statement of Applicant's financial position and situation until notified otherwise by Applicant. Applicant's representations and warranties shall be deemed repeated in each purchase by Applicant.
9. Applicant understands and agrees that Martin & Company may pursue all avenues of collection, including the use of collection agencies.
10. SECURITY: Notwithstanding any other agreement or statement to the contrary, Applicant authorizes Martin & Company to prepare and submit credit charge slips using any of the charge cards listed above under "Security" and/or any other credit cards given to Martin & Company by Applicant in the ordinary course of business, whether given in connection with a current transaction or any prior transaction, to recover all overdue balances, finance charges, fees and all other charges and unpaid amounts at any time after sixty (60) days from the date of the original invoice to which they pertain.
11. PERSONAL GUARANTEE: By executing this Application and Agreement, each of the undersigned personally guarantees and agrees to be jointly and severally personally liable for failure of Applicant in its performance of any or all of Applicant's obligations under this Application and Agreement, including without limitation, timely payment of all amounts due hereunder and such personal guarantee shall also apply in the event that Applicant is declared insolvent, declares Bankruptcy or applies for Bankruptcy protection.
12. Faxed copies of this document shall be deemed as originals and the terms hereof shall supercede any prior or contemporaneous understandings or agreements with respect to the subject matter hereof, whether such understandings or agreements may be oral or written.
13. In addition to any amounts payable by Applicant under the terms of this Agreement, Martin & Company shall be entitled to recover any and all costs, expenses and fees including without limitation, attorney's fees and collection agency fees in any action to enforce the terms of this Agreement.
14. No failure on the part of Martin & Company to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any further or other exercise thereof or the exercise of any other right. The remedies provided under this Agreement are cumulative, are not exclusive of any remedies provided by law, and may be exercised singly, collectively or successively.
15. This Agreement and any actions brought hereunder shall be governed by the laws of the State of Colorado and venue shall be in the courts situate Denver, Colorado and Applicant hereby submits to the jurisdiction of said courts.

SIGNATURES	
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

