JOHNSTONE SUPPLY

Gainesville – Jacksonville – Melbourne – Ocala – Orlando – Port Richey – Tallahassee – Clearwater – Sarasota – Lakeland – Sanford

CREDIT APPLICATION (Please print clearly)

Date of Application _____ Credit Line Requested $ _____ Salesman Name _____ Account # _____

COMPANY INFORMATION

Business Name _____
Street Address _____
P.O. Box # _____ Zip _____ Country _____
City _____ State _____ Zip _____
Business Phone _____ Fax _____ Other: _____
E-Mail: _____ Fed ID # _____
Corporation? ____ Year _____ State _____ [ ] Type C____S____LCC____ Partnership ____ Sole Proprietorship ____
Years in Business _____
Contractor License # _____ EPA Certificate Name & # _____
# of Service Truck _____ # of Employees _____ Annual Sales _____
What type of business segment best describes your business: Residential ___ Commercial ___ Refrigeration ___ Other ___
Purchase Orders required? [ ] Yes [ ] No Sales Tax Exempt? [ ] Yes [ ] No If Yes, Certificate # _____
Buy Group Member [ ] Yes [ ] No If yes, name of Buy Group _____ Special billing instructions: _____
List of authorized buyers: _____

IF BILLS ARE PAID BY A PARENT COMPANY, FILL IN BELOW:

Parent Company Name: _____
Parent Company Address _____
City _____ State _____ Zip _____ Phone # _____ Fax # _____

IF BILLS ARE PAID BY A MANAGEMENT COMPANY, FILL IN BELOW:

Management Company_____ Address _____
City _____ State _____ Zip _____ Phone # _____ Fax # _____
For credit accounts, payment is owed by Property Owner and Management Company (agent), jointly and severally

Company Officers or Partners:

Name _____ Title _____ DL # _____
Home Address _____ State _____ Zip _____
Name _____ Title _____ DL # _____
Home Address _____ State _____ Zip _____

CREDIT INFORMATION Banking:				
Name of Bank	City	State	Account #	Type of Account
Name of Bank	City	State	Account #	Type of Account
Trade Credit References:				
Company Name	Address	Phone #	Fax #	Account#
Company Name	Address	Phone #	Fax #	Account#
Company Name	Address	Phone #	Fax #	Account#
Company Name	Address	Phone #	Fax #	Account#

(Please read and complete the back of this page)

(Please provide copies of E.P.A. Certificate, Contractors License, Sales Tax Exempt Certificate and Authorized Buyers)

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CREDIT AGREEMENT

In consideration of The Ware Group, LLC, dba Johnstone Supply, and its successors and assigns, extending credit to me/us for purchases of goods or services rendered, I/we

1 Authorize Johnstone Supply (hereafter Johnstone), to contact any credit bureau or other investigative agency acting for Johnstone to do a complete credit investigation now and at any time in the future.

2. Agree to pay my account in full on or before the 10th of the month following the month of purchase without finance charge or I/we agree to pay a FINANCE CHARGE of 1.5% PER MONTH (18% per annum) on all past due amounts or balance over 30 days old.

3. Authorize Johnstone to declare my/our entire indebtedness hereunder to be due and payable if I/we default in making any payments hereunder in full when due, and Johnstone to charge me/us a reasonable attorney's fee if my/our account is referred for collection, whether or not a lawsuit is filed.

4. Agree that as a management company acting as the agent for a property owner, I/we agree to be held jointly and severally responsible for all debts on the account.

5. Agree to immediately furnish Johnstone with all necessary legal descriptions and all other relevant information necessary for Johnstone to perfect a Construction Lien. In addition, I/we agree to pay for all court costs, recording fees, reasonable attorney's fees, and any other expenses incurred by Johnstone in securing their Construction Lien rights in the event of default by me/us to pay according to the terms stated in item 2 hereof.

Signature: _____ Date _____ Signature: _____ Date _____

Signature: _____ Date _____ Signature: _____ Date _____

SALES AGREEMENT

The undersigned hereby agrees that the terms of sale are Net 10th of the month. This means that payment in full is due on or before the 10th of the month following the month of purchase and becomes past due if not paid by the 10th of the month, and further, that a service charge calculated at the rate of 18% per annum will be added to the account for any past due portion of the balance owed. If acting as a management company, I/we hereby agree to be jointly and severally responsible for all debts on the account. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees, whether or not a lawsuit is filed. Regardless of the place of payment, place of contract or place of delivery, the customer agrees that any action brought pursuant to this agreement shall be brought in such competent court as Johnstone Supply shall designate at its option and the undersigned specifically waives all rights to venue, forum non conveniens and jury trial. The parties agree this agreement shall be construed according to the laws of the State of Florida and the customer submits to the jurisdiction of the courts of that State. The undersigned does hereby certify that the information contained herein is true and correct. The undersigned further agrees that any changes in ownership or officers or form that the business operates as, shall be made known to Johnstone Supply within ten (10) days after such change or such change shall be ineffective as to Johnstone's enforcement of this agreement. This notice shall be in writing and mailed to Johnstone Supply, 11710 Central Parkway, Jacksonville, Fl 32224, by certified mail.

Signed: _____ Title _____ Date _____
(Owner/Officer/Agent)

Signed: _____ Title _____ Date _____
(Owner/Officer/Agent)

PERSONAL GUARANTY

To THE WARE GROUP, LLC., dba JOHNSTONE SUPPLY, its successors and assigns:

Please sell and deliver to (Company Name) _____ of (City & State) _____ or representatives on such credit terms as Johnstone Supply may deem appropriate, such goods, wares, merchandise and services as they or their representatives may order or select, and in consideration thereof I/we hereby fully guaranty and hold myself/ourselves responsible for the payment at maturity of the purchase price of all such goods, wares, merchandise and services so sold or delivered, whether evidenced by open account, acceptance, note or otherwise. I/we hereby waive notice of acceptance of this guaranty, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser on the part of the grantor.

This is intended to be, and shall be construed to be an absolute and unconditional continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effect until I/we or my/our Executors or administrators shall have given notice in writing to make no further advances on the security of this Guaranty, and until such notice shall have been received by you by certified mail.

It is understood and agreed that there is no limit to my/our liability under this Guaranty. This Guaranty extends to payment for goods, wares, merchandise and services sold or delivered to the debtor whether before or after the date this Guaranty is signed, even when its account is in a past due status or in default.

Should it become necessary to place this Guaranty with an attorney for collection, suit or other legal action, I/we hereby agree to pay all costs of such collection, suit or other legal action, including a reasonable attorney's fee whether or not a lawsuit is filed. Regardless of the place of payments, place of contract and place of delivery, I/we agree that any action brought pursuant to this agreement shall be brought in such competent court as Johnstone Supply shall designate at its option, and the undersigned specifically waives all rights to venue, forum non conveniens, and jury trial.

The parties agree that this personal guaranty shall be construed according to the laws of the State of Florida and I/we hereby submit to the jurisdiction of the courts of that State.

By: _____ Witness: _____

Social Security Number _____ Print Name & Date_____

Date _____

By: _____ Witness: _____

Social Security Number _____ Print Name & Date_____

Date _____