



# JOHNSTONE SUPPLY

4700-B Wissahickon Ave., Philadelphia, Pennsylvania 19144

## CREDIT APPLICATION

Please print clearly

Date of Application \_\_\_\_\_ Credit Line Requested \$ \_\_\_\_\_ Salesman Name \_\_\_\_\_ Account # \_\_\_\_\_

### COMPANY INFORMATION

Business Name \_\_\_\_\_ Corporation? – Year \_\_\_\_\_ State \_\_\_\_\_

Street Address \_\_\_\_\_ [ ] Type – C \_\_ S \_\_ LLC \_\_ Other \_\_\_\_\_

P.O. Box # \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_ [ ] Partnership - \_\_ How Long? \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ [ ] Sole Proprietorship - \_\_ How Long? \_\_\_\_\_

Fed ID # \_\_\_\_\_ Email Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Other \_\_\_\_\_

Contractor License # \_\_\_\_\_ EPA Certificate Name & # \_\_\_\_\_

Type of Business \_\_\_\_\_ # of Employees \_\_\_\_\_ Are Purchase Orders required? [ ] Yes [ ] No

Is this company exempt from sales tax? [ ] Yes [ ] No If Yes, Certificate # \_\_\_\_\_

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 Drivers License # Home Phone D.O.B.

Home Address City, State Zip

Name Title Drivers License # Home Phone D.O.B.

Home Address City, State Zip

Have any owners/officers ever filed bankruptcy? \_\_\_\_\_ If so, whom, and when: \_\_\_\_\_

### 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 [following] page)

(Please provide copies of E.P.A. Certificate, Contractors License and Sales Tax Exempt Certificate) 7/2006

## CREDIT AGREEMENT

In consideration of David Whitnack Distributing, Inc., 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 \_\_\_\_\_

---

## SALES AGREEMENT

The undersigned hereby agrees that the terms of sale are Net 10<sup>th</sup> of the month. This means that payment in full is due on or before the 10<sup>th</sup> of the month following the month of purchase and becomes past due if not paid by the 10<sup>th</sup> 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 Pennsylvania 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, 4700-B Wissahickon Ave., Philadelphia, PA 19144, by certified mail.

Signed: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Owner/Officer/Agent)

Signed: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Owner/Officer/Agent)

---

## PERSONAL GUARANTY

To DAVID WHITNACK DISTRIBUTING, INC, 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 Pennsylvania and I/we hereby submit to the jurisdiction of the courts of that State.

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

Social Security Number \_\_\_\_\_

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

Social Security Number \_\_\_\_\_