

Customer Credit Application for AKFloors



Date Entered _____
Credit Limit _____
Approved By _____

COMPANY: _____
ADDRESS: _____
CITY: _____ **ST:** _____ **ZIP:** _____
PHONE #: _____ **CELL #:** _____ **FAX #:** _____
E-MAIL ADDRESS: _____ **COUNTY:** _____
FED. TAX ID #: _____
BUSINESS LIC. #: _____ **YEARS IN BUSINESS:** _____

STATE EXEMPT ID FORM & BUSINESS LICENSE MUST BE ATTACHED

Collection of Account:

Upon failure to reconcile the delinquent balance of 60-days or more on the account or any portion thereof is placed in the hands of an attorney at law / collection agency for collection regardless of whether suit is instituted to collect the same, and specifically including the filing of a Memorandum of Mechanic's Lien. We hereby jointly and severally agree to pay our account (if opened), according to your terms of sales, and to pay interest at the rate of 1.5 % monthly (18% annum) on all amounts in arrears as outlined in your terms and conditions of sale, together with collection and court costs and reasonable attorney's fees incurred, before or after commencement of legal action, including post-judgment. I/we do hereby agree that any dispute or litigation to collect any amount due on this account, or arising out of any purchase made subject to this account, including but not limited to warranty claims or other claims asserted by customer, will be litigated in the forum of choice of "AK Floors", specifically including Circuit Court or General District Court of the City of Richmond in Virginia and or Wake County District and Superior Courts in Raleigh North Carolina and or "Court of Common Pleas Charleston County 9th Judicial Circuit" in South Carolina and Chancery or General Sessions in Knoxville, Tennessee, and or Metropolitan Nashville and Davidson County or General Sessions in Nashville, Tennessee.

Waiver of Jury Trial:

To the extent not prohibited by or unenforceable under applicable law, Company and guarantor(s) hereby agree that in the event legal actions is commenced, I/We waive any right to a trial by Jury on any claim or cause of action arising out of or related to this agreement or any sale or extension of credit to Company, including but not limited to warranty claims or other claims asserted by Company.

Personal Guaranty of Guarantor:

In consideration of the extension of credit by "AK Floors", I/We the undersigned guarantor(s) unconditionally, continuously and unlimitedly guarantee and bind myself/ourselves, on a joint and several basis, to the terms of this agreement and the payment of all amounts due and owing pursuant to this agreement to "AK Floors" its successors and assigns, now or in the future, including without limitation, for future advances of credit, invoices to Company, interest, service charges, reasonable attorneys' fees, costs, and expenses of collection. I/We further agree that "AK Floors" its successors and assigns shall have the right to pursue delinquent balances directly against the guarantor(s) without first having to proceed against Company. I/We waive any requirements of notice or demand and agree that it is my/our duty to keep apprised of any credit extended hereunder or amounts due "AK Floors" its successors and assigns by Company.

Terms and Conditions as to Purchases:

The purchase of materials by utilization of the credit applied for herein shall be deemed to further constitute acceptance of the terms and conditions of this agreement and as may be set forth on invoices, purchase orders, delivery tickets and statements from "AK Floors". "AK Floors" may assign or transfer its rights, and any claims related to this agreement, including the guaranty in its sole discretion.

I/We the undersigned certify that the information contained herein is true and correct and intended to be relied upon by "AK Floors" in extending credit, and hereby authorize "AK Floors", its successors or assigns to obtain a copy of my/our credit report and to contact the trade references listed, and "AK Floors" may rely upon this information in establishing or extending credit to Company. If any provision of this agreement is held invalid or unenforceable, that provision shall be construed in a manner to reflect as near as possible the original intention of the parties, and the remainder of the agreement shall remain in full force and effect. The undersigned Company owner(s), officer(s), or authorized representative(s) represent that they are authorized to sign hereto on behalf of Company, that Company is in good standing, and that the request for credit evidenced hereby and the resulting use of such credit is a valid and binding act for Company. The undersigned agree that faxed or scanned copies of this agreement are considered legally binding, and the same as an original.

Date: _____ **Signature of Owner/ Officer:** _____ **Print Name:** _____
SSN#: _____ **Guarantor Signature:** _____
Home Address: _____ **Telephone#:** _____

Date: _____ **Signature of Owner/ Officer:** _____ **Print Name:** _____
SSN#: _____ **Guarantor Signature:** _____
Home Address: _____ **Telephone#:** _____

Signature is required, please do not modify form. We do not accept typed only signatures.

BY SIGNING, I/WE AFFIRM THAT I/WE HAVE/HAS READ AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

COMPANY'S OWNERS & OFFICERS

Name

Title

Telephone Number

A/P Contact:

A/P E-Mail Address:

P/O # Required:

Any Special Billing Instructions?

In an attempt to keep your account from going delinquent, we authorize "AK Floors" to charge the following credit card:

Name on Card:

Billing Address:

Billing Zip:

Card #:

Expiration Date:

Security Code (digits on the back):

TRADE / BUSINESS CREDIT REFERENCES (AT LEAST TWO REQUIRED FOR PROCESSING)

Name

Email Address

*****please attach statements for Shaw or Mohawk as they do not return or report trades*****

To access your account and pay your invoices online via Webtrack:

Name (First and Last):_____ Email Address:_____

*****we do accept online payments and phone payments via credit card- convenience fee applies*****

Thank you for your interest in AK Floors Products.