

MY-A CO.

2421 SCHUSTER DRIVE
CHEVERLY, MD 20871
Tel: (301) 322-1237
Fax: (301) 322-2980

CREDIT APPLICATION

BUSINESS INFORMATION									
Name of Business:				Date:		/ /			
Street Address:									
City:				State:				Zip Code:	
Business Tel:		() - Ext:		Home/Cell Tel:		() -			
Business Fax:				Business Email:					
Business Start Date:		/ /		D & B Rating:					
Type of Business:				Subsidiary/Division of:					
A. Name of Owner (Sole Ownership):				Residence Address: Street: City: State: Zip:					
B. Name of Owners (Partnership):				Residence Address:					
1)				Street: City: State: Zip:					
2)				Street: City: State: Zip:					
3)				Street: City: State: Zip:					
C. Corporation: President (Full) Name: Vice President (Full) Name: Secretary (Full) Name: Treasury (Full) Name:									
CREDIT REFERENCE(S) (FILL OUT COMPLETELY)									
Firm Name:				Telephone:		() -		Ext:	
Street Address:									
City:				State:				Zip Code:	
Firm Name:				Telephone:		() -		Ext:	
Street Address:									
City:				State:				Zip Code:	
Firm Name:				Telephone:		() -		Ext:	
Street Address:									
City:				State:				Zip Code:	
BANK INFORMATION									
We Bank At:				Telephone:		() -		Ext:	
Street Address:									
City:				State:				Zip Code:	
Account Number: 1. 2.									
Name of Officer:				Telephone:		() -		Ext:	

TERMS AGREEMENT

The undersigned ("Buyer") agrees that all of Buyer's purchase from My-A & Co. ("Seller") are subject to the following terms and conditions:

1. Buyer will pay Seller all amounts due at Seller's distribution facility from which the goods and services are delivered. No amounts are payable in installments; all amounts are payable in full.
2. Buyer will pay all amounts due to Seller according to the payment terms granted by Seller's credit department, and those terms may be changed or revoked at any time. A Late Charge will be added to any past due amount, which will equal the sum obtained by multiplying the delinquent balance by the lesser of (1) one and one-half percent (1 ½%) per month or (b) the highest lawful rate permitted under applicable law. Seller can revoke all credit and demand COD or other terms if Buyer's account balance is more than 30 days past due. If Buyer's account becomes delinquent and remains to after 30 days, then, to the greatest extent possible, this Agreement will be recognized as a Security Agreement, and Buyer hereby grants Seller a security interest in all goods purchased by Buyer from Seller.
3. Buyer will pay Seller a Service Charge of \$35.00 per check for each check returned by Buyer's bank; provided, however, that the Service Charge will not be payable where it would violate applicable usury or other laws.
4. If there is an action or proceeding between Buyer and Seller to enforce this Agreement or any other rights of the parties, including payment of any obligation, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to all other amounts.
5. Buyer will immediately notify Seller of any change of ownership of Buyer. Buyer warrants to Seller that all information provided on this form and all financial information provided in order to obtain credit is true, correct, and complete in all material respects, all Buyer authorizes Seller to investigate all references given that pertain to the credit and financial responsibility of Buyer.
6. By signing this document, Buyer authorizes the Bank References listed on page 2 to disclose to Seller information regarding the account(s) listed.

"Buyer" _____ Credit Terms Requested: _____ Buyer Credit Limit Requested: _____

Date _____ Print Name _____ Signed _____ Title _____

Date _____ Print Name _____ Signed _____ Title _____

BUYER'S RESALE CERTIFICATE

I HEREBY CERTIFY that I hold valid seller's permit No. _____ issued pursuant to the Sales and Use Tax Law of the State of _____, that I am engaged in the business of selling _____, that the tangible property described here that I will BUY from My-A & Co. will be resold by me in the form of tangible personal property; PROVIDED, that if any such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, I understand that I am required by law to report and pay the tax, measured by the purchase price of such property.
Property to be purchased: _____

Date _____ Print Name _____ Signed by _____ Title _____

INDIVIDUAL PERSONAL GUARANTY

I, _____, in consideration of your extending credit at my request to _____ ("Buyer"), personally guarantee prompt payment of any obligation (the "Dept") of Buyer to My-A & Co. ("Seller"), whether now existing or hereinafter incurred, and I further agreed to bind myself to pay on demand any sum which is due by Buyer to Seller whenever Buyer fails to pay same, it is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for the Dept of Buyer.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed Dept already or hereinafter contracted for/by Buyer, notice of any modification or renewal of any credit agreement evidencing the Dept hereby guaranteed, notice on any renewal or extension of such Dept, and I expressly consent to any modification or renewal of a credit agreement evidencing the Dept hereby guaranteed and to all renewals or extensions of such Dept. I further waive any right to require Seller to proceed against, or may any effort at collection of the Dept from the Buyer or any other party liable for such Dept.

If there is an action or proceeding among the parties hereto to enforce this Agreement or any other rights of the parties, including payment of any obligation, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to all other amounts. If more than one party signs this Guaranty as guarantor, each guarantor shall be jointly and severally liable for the Dept, and, in all instances herein, the singular shall be construed to include the plural.

EXECUTED AT _____ ON _____
City & County

GUARANTOR _____ SOCIAL SECURITY NO. _____
Print Name Signed by

GUARANTOR _____ SOCIAL SECURITY NO. _____
Print Name Signed by