



**COMMERCIAL PLUMBING
SUPPLY**



5621 RABY ROAD, NORFOLK VIRGINIA 23502 + Phone: 757-466-2866 + Fax: 757-299-8059

APPLICATION FOR PRO-POWER REVOLVING BUSINESS ACCOUNT

COMPANY INFORMATION:

Credit Amount Requested: \$ _____

Credit requests of \$20,000 or more require submission of a current balance sheet, P&L, and a statement of cash flows for the past 12 months.

COMPANY LEGAL NAME _____ **("Company")**

Street Address _____ P. ●. Box _____

City _____ County _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Cell/Mobile Phone (____) _____ Email _____

Mth/Yr Company Started ____/____ Mth/Yr Current Ownership Began ____/____ Annual Sales \$ _____

TYPE OF BUSINESS C-Corporation S-Corporation Proprietorship Partnership LLC Other (Describe) _____

Federal Taxpayer ID # _____ D&B # _____

PLEASE ANSWER THE FOLLOWING:

Have **you and/or the Company** ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed? YES* NO

Have **you and/or the Company** ever been a defendant to a claim, judgment, tax lien or lawsuit? YES* NO

Have **you and/or the Company** ever defaulted on a loan? YES* NO

* If YES, please provide complete details and dates: _____

Please furnish complete addresses, phone numbers and fax numbers.

BANK REFERENCE:

Bank Name _____ Contact _____

Address _____ Telephone (____) _____ Fax (____) _____

Account # _____ Average Balance \$ _____ Loan History: Open Repaid None

TRADE REFERENCES:

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

PRINCIPAL(S) OF THE COMPANY:

Please print below the name(s), title(s), and % ownership, as applicable, of Corporate Officers, all Partners, or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company, must provide their Social Security number(s) below.

Principal #1

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

Principal #2

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

APPLICANT SIGNATURE:

By his/her signature below, the undersigned **Authorizing Official** hereby certifies that he/she is authorized by the Company (a) to sign and deliver this Application, (b) to bind the Company to the terms and conditions in the **PRO-POWER Revolving Business Account Agreement**, receipt of which by his/her signature below the Authorizing Official hereby acknowledges, and (c) all information contained in this application is true and correct. The authorizing official understands that credit on this Account, once approved, will be extended by Financial Management Services, Inc. and you authorize us to check with credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. The Authorizing Official understands and agrees that the rights and interests of FMSI in any Business Account opened pursuant to this Application may be assigned in whole or in part to the applicant's Sponsoring Member, and hereby consents to such assignment.

Signature of Principal #1 _____ Date _____

Signature of Principal #2 _____ Date _____

PERSONAL GUARANTY: (To be completed by an owner/officer or other authorized individual)

Name _____ Date of Birth ____/____/____ Social Security # _____
Home Address _____ City _____ State _____ Zip _____ Home Phone (____) _____

In consideration of Financial Management Services, Inc. ("FMSI") financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the Pro-Power Revolving Business Account Agreement ("Agreement"), and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring FMSI to proceed first to enforce payment against the buyer also liable on this account, in the event of default under the agreement that governs the account. The undersigned hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable until the agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that in the event the account is not paid as agreed, FMSI may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained. The undersigned understands that the rights and interests of FMSI in the Agreement may be assigned in whole or in part to the Sponsoring Member, and consents to such assignment without additional notice.

Your Signature _____ Date _____

AGREEMENT

This revolving business account ("**Business Account**") is a service of, and credit will be extended by, Financial Management Services, Inc. d/b/a Contractors Credit ("**Issuer**"), P.O. Box 207, Naperville, IL 60566, 1-(888)-PRO-POWER (776-7693). The application Form and Account Agreement will be accepted in Illinois and governed by Illinois and applicable federal and/or other states' law. **By his/her signature on the application for a Business Account**, the signer ("**Authorizing Official**") certifies that (1) the information on this Application, and on any attachments, is true and accurate; (2) the Business Account will be used only for commercial or business purposes, and not for personal, family or household purposes; (3) he/she has the authority to request that a Business Account be established in the Company's name; (4) he/she has the authority to approve Issuer's receipt and exchange of financial and credit information about the Company to Issuer; (5) he/she agrees to provide additional information, including financial statements and business tax returns, about the Company as reasonably requested by Issuer now and from time to time hereafter; and (6) he/she has received, read and understands the **PRO-POWER Revolving Business Account Agreement ("Account Agreement")** and has the authority to (a) bind the Company to the terms and conditions thereof, and (b) agree that the Company shall be liable for all charges under the Business Account.

**** IMPORTANT INFORMATION ABOUT PRO-POWER REVOLVING BUSINESS ACCOUNT ****

- (1) **PLEASE READ AND RETAIN THE ACCOUNT AGREEMENT BEFORE SIGNING THIS APPLICATION FORM.**
- (2) **All Billing Statements, notices, communications and Business Account information will be sent to the AUTHORIZING OFFICIAL at the address shown on the reverse side unless he/she notifies us in writing of the name of the individual he/she designates to receive such mailings, or of a different mailing address.**
- (3) **The Company is responsible for its employees' or agents' use of the Business Account if the Application is approved and the Business Account established.**

Annual Percentage Rate ("APR") For Purchases: The APR may vary from month to month as provided below and in the Account Agreement. **Variable Rate and Billing Information:** The APR may vary from month to month and will be equal to the greater of the Prime Rate (as published on or nearest to the 15th of each month in *The Wall Street Journal*) plus 12% or 22.99%, except as otherwise provided by applicable law, and is effective on the first day of the next Billing Period. The APR will increase to the **Default APR** of 26.99% if we do not receive the minimum payment by the date due twice in a twelve-month period. The **Monthly Periodic Rate** is equal to one-twelfth (1/12) of the APR in effect from time to time. "**Billing Periods**" include the first through last days of each month, and "**Billing Statements**" are prepared on the first business day of the following month ("**Billing Date**"). Payments are due ("**Payment Due Date**") not less than 20 days after the Billing Date, so you have **at least 20 days to pay the balance for new purchases each month** before a Finance Charge on purchases is assessed. You must pay at least the "**Minimum Payment**" by the Payment Due Date or a "**Late Charge**" equal to the greater of \$35.00 or 1.0% of the Minimum Payment may be assessed, or, if less, the maximum amount permitted under the applicable law. At any time you may pay an amount greater than the Minimum Payment up to the "**New Balance**" which is the total of all amounts owing. We determine the "**Finance Charge**" by applying the Monthly Periodic Rate to the "**Average Daily Balance**" of your Business Account, **EXCLUDING CURRENT PURCHASES**. To determine the Average Daily Balance, we take the beginning balance of your Business Account each day, subtract any payments or credits and any unpaid Finance Charges or other charges, but do not add in any new purchases; this gives us the "daily balance". Then we add all the daily balances in the Billing Period and divide that amount by the number of days in the Billing Period; this gives us the Average Daily Balance. Subject to applicable law, a returned check charge ("**Service Charge**") of \$35.00, or if less, the maximum amount permitted under the applicable law, is assessed for any check submitted as payment that is returned to us for insufficient funds or any other reason. If a Finance Charge is due, the **minimum Finance Charge is \$1.00**. We may add, change or withdraw services offered under this Business Account and change the Account Agreement at any time as provided therein. **State Notices: New York:** You may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. **Ohio:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

FOR WHOLESALE'S ("Sponsoring Member") USE ONLY:

This Company's Application is recommended by _____ ("**Sponsoring Member**") under the provisions of the General Operating Rules and Membership Agreement, as amended from time to time, between Financial Management Services, Inc. and its members, including us.

We designate this a Recourse Non-Recourse Shared Recourse Application.

Authorized Signer for Sponsoring Member: _____

Print Signer's Name: _____ Title: _____ Date: _____