



## CREDIT APPLICATION AND AGREEMENT

118 Gando Drive • New Haven, CT 06513  
P.O. Box 9494 • New Haven, CT 06534  
(P) 203-772-2240 (F) 203-865-7827

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

Salesman Referred By: \_\_\_\_\_

### COMPANY INFORMATION

Full Legal Name:		Date Business Opened:	
Company Name (DBA):		Number of Years in Business Under Current Management:	
Billing Address:		If your business has been in operation for less than one year, please list prior experience:	
Shipping Address:		Has this company operated under another name? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Have the current owners owned another company? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		If you checked yes to either question above, please list these companies:	
Phone:	Cell:		
Fax:			
Website:			

### BUSINESS INFORMATION

<b>Business is:</b> <b>(Check one.)</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other	<b>Are purchase orders required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <b>Are your purchases tax exempt?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please attach a copy of your completed tax exemption certificate.) <hr/> <b>Do you have a refrigeration license?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please attach a copy of your refrigeration license.)	<b>Check the appropriate box(es) if:</b> <input type="checkbox"/> You have ever declared bankruptcy <input type="checkbox"/> A company in which you have owned has ever declared bankruptcy <input type="checkbox"/> Any of the principals of this company have personally filed for bankruptcy <input type="checkbox"/> Any previous companies owned by the principals have filed for bankruptcy <input type="checkbox"/> You have any pending lawsuits against you or your company <hr/> If you checked any of the boxes above, please provide a brief explanation:	
<b>Type of business:</b> <b>(Check all that apply.)</b> <input type="checkbox"/> HVAC service <input type="checkbox"/> HVAC installation <input type="checkbox"/> Refrigeration <input type="checkbox"/> Retailer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Manufacturer <input type="checkbox"/> Other	<b>Types of materials you are interested in purchasing from The Star Supply Company:</b> <input type="checkbox"/> HVAC Residential Equipment <input type="checkbox"/> HVAC Commercial Equipment <input type="checkbox"/> HVAC Supplies <input type="checkbox"/> Refrigeration Supplies	<b>Estimated dollar value of anticipated monthly purchases from The Star Supply Company:</b> \$ _____ \$ _____ \$ _____ \$ _____	<b>Purchasing Contact:</b> Name: _____ Phone: _____ Email: _____ <hr/> <b>Accounts Payable Contact:</b> Name: _____ Phone: _____ Email: _____

## PERSONAL INFORMATION

List below the full names, addresses, social security numbers, phone numbers, and email addresses of the principals, partners, officers, managing members, and/or the sole proprietor.

Name	Address	Social Security Number	Phone	Email

## TRADE REFERENCES

Company Name:	Phone:
Address:	Fax:
City, State, Zip Code:	Email:
Type of account:	Contact Name:
Company Name:	Phone:
Address:	Fax:
City, State, Zip Code:	Email:
Type of account:	Contact Name:
Company Name:	Phone:
Street Address:	Fax:
City, State, Zip Code:	Email:
Type of account:	Contact Name:

## PAPERLESS BILLING AND WEB ACCESS

<p>I would like to receive the following by email to address noted: (Check all that apply.)</p> <p><input type="checkbox"/> Statements to _____</p> <p><input type="checkbox"/> Invoices to _____</p>	<p>I want to sign up with a personal username on STAR-SUPPLY.COM to: (Check all that apply.)</p> <p><input type="checkbox"/> Submit orders    <input type="checkbox"/> Create bids    <input type="checkbox"/> View Account Info <input type="checkbox"/> View Invoices    <input type="checkbox"/> View Statements</p> <p>Preferred Username: _____</p> <p>★ Please contact us for additional sign-ups.</p>
<p>I am interested in making payments electronically:   <input type="checkbox"/> Yes   <input type="checkbox"/> No   (If yes, we will provide an ACH Enrollment Form.)</p>	

## GUARANTEE

In order to induce THE STAR SUPPLY COMPANY (the "Beneficiary") to agree to extend credit to a commercial enterprise known as \_\_\_\_\_ (the "Obligor" a/k/a the Customer) and any and all other enterprise or enterprises owned and/or managed in whole or in part by the Guarantor ("additional Obligor") and the Beneficiary providing materials to the Obligor and/or additional Obligor pursuant to its and/or their purchases, which terms will include any and all amendments thereto and substitutions therefore hereafter made, regardless of whether they are made with or without the approval of the undersigned, and in consideration thereof, the undersigned hereby unconditionally and irrevocably personally guarantees payment and performance by the Obligor and/or additional Obligor, when due, of all of its and/or their obligations for purchases of materials.

The obligations of the undersigned shall not be impaired, diminished or discharged by any extension of time granted by the Beneficiary, by any course of dealing between the Beneficiary and the Obligor and/or additional Obligor, by the unenforceability of any provision of the Credit Agreement for any reason whatsoever, or by any event or circumstance which might operate to discharge any other guarantor. The Beneficiary is hereby authorized by the undersigned to extend the time for payment or change the manner or terms of payment at any time and in such manner and upon such terms as the Beneficiary may see fit.

The undersigned agrees to pay on demand (a) any amount which the Beneficiary is required to pay under any bankruptcy, insolvency or other similar law on account of any amount received by the Beneficiary under or with respect to purchased materials or this Guarantee, and (b) all expenses of the collecting and enforcing this Guarantee including, without limitation, expenses and fees of legal counsel, court costs and the cost of appellate proceedings. The undersigned authorizes the Beneficiary to run a credit report for consideration of the credit agreement.

This Guarantee and the obligations of the undersigned shall be governed by and construed in accordance with the laws of the State of Connecticut.

This Guarantee is a guarantee of payment and performance and not of collection. The Beneficiary shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other agreement or any other collateral before pursuing any of its rights or remedies under this Guarantee.

The failure or delay by the Beneficiary in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. The Beneficiary may not waive any of its rights except by an instrument in writing signed by it.

This Guarantee may not be amended without the written approval of the Beneficiary.

This Guarantee will inure to the benefit of any assignee of the Credit Account.

## GUARANTORS

Signature		Signature	
Printed Name		Printed Name	
Social Security Number		Social Security Number	
Address		Address	
Date		Date	

## WITNESS

Signature	
Printed Name	

## AGREEMENT AND COMMERCIAL WAIVER

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The undersigned hereby represents that all of the above information is true, and makes said representations for the purpose of obtaining credit from The Star Supply Company. As part of this credit agreement, the undersigned hereby authorizes The Star Supply Company to contact commercial credit reporting agencies, bank and trade references listed or otherwise, to obtain information deemed necessary both before the extension of credit, and on a continuous basis to further evaluate the respective creditworthiness of the account.

The undersigned agrees to pay all bills for merchandise sold to it by The Star Supply Company according to the terms of sale of net 30 days, and for failure to do so agrees to pay all costs of collection, including a reasonable attorney's fee, together with interest on any unpaid balance at the rate of 1.5% per month (18% per annum), unless otherwise agreed upon in writing. Terms cannot be changed unless signed by an officer of The Star Supply Company. Terms of this agreement shall apply to all orders placed by person(s) employed by applicant, or representatives thereof. Applicant may submit a written list of authorized purchasers, if so desired, and changes may be submitted in writing at applicant's discretion.

To secure payment for all purchases from Secured Party, now and in the future, Debtor hereby grants Secured Party a continuing security interest in all of Debtor's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to The Star Supply Company, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between The Star Supply Company and Customer. In the event of default, The Star Supply Company may declare all unpaid balances due. Customer authorizes Secured Party to file a financing statement describing the collateral.

The undersigned agrees to notify The Star Supply Company immediately in writing via certified mail of any change in ownership, address, or termination of any person(s) authorization to incur charges on the account on behalf of the company. Further, the undersigned agrees to indemnify and hold harmless The Star Supply Company of any loss incurred as a result of failure to provide such written notification as agreed above.

Company's credit application and guarantee constitute a commercial transaction and waive their respective right to a prior notice of and hearing under Connecticut General Statute sections 52-278a to 52-279g, inclusive, and hereby expressly agree that a prejudgment remedy may issue in favor of The Star Supply Company or its assignee and against the undersigned pursuant to C.G.S. Section 52-278f in the event of a default under the terms of The Star Supply Company's payment terms.

Should the undersigned fail to comply with all stated terms herein, or should credit worthiness or payment trend become deemed unsatisfactory, The Star Supply Company reserves the right to immediately restrict orders and terminate any previously granted credit terms on account.

Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	

### WITNESS

Signature	
Printed Name	



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## BANK AUTHORIZATION

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

**I hereby authorize my bank to give credit information on my account to The Star Supply Company in order to establish credit with said company.**

Signature	
Printed Name	
Company	
Title	
Date	

## BANK INFORMATION

Bank Name			
Bank Location			
Phone		Fax	
Name on Account			
Account Number			
Type of Account: <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other			
If you chose checking, please attach a voided check.			