



# EASTERN WHOLESALE FENCE LLC

Phone: 1-631-698-0900 • 1-800-339-3362

Fax: 1-800-788-0411 • www.easternfence.com

## ACCOUNT APPLICATION AND AGREEMENT

(PLEASE PRINT)

OFFICE USE ONLY	
ACCOUNT TYPE	DATE
ACCOUNT #	

DATE: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ TEL. NO. \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ FAX. NO. \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ CELL NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_ PASSWORD (for web dealer log on) (min 6 characters) \_\_\_\_\_

LINE OF BUSINESS \_\_\_\_\_ CORPORATION  PARTNERSHIP  INDIVIDUAL

OWN OR RENT YOUR LOCATION \_\_\_\_\_ HOME IMPROVEMENT LIC. # \_\_\_\_\_  
(please attach copy)

HOW DID YOU HEAR ABOUT EASTERN? \_\_\_\_\_

### OFFICERS AND/OR OWNERS INFORMATION (PLEASE PRINT):

NAME (OWNER/OFFICER 1)		TITLE	SS#	DATE OF BIRTH
ADDRESS	RENT <input type="checkbox"/> OWN <input type="checkbox"/>	CITY	STATE	ZIP
PHONE	DRIVER LIC. # AND STATE OF ISSUE		OWN	RENT
	<small>(please attach copy)</small>			
NAME (OWNER/OFFICER 2)		TITLE	SS#	DATE OF BIRTH
ADDRESS	RENT <input type="checkbox"/> OWN <input type="checkbox"/>	CITY	STATE	ZIP
PHONE	DRIVER LIC. # AND STATE OF ISSUE		OWN	RENT
	<small>(please attach copy)</small>			

(Please make a copy of this application if you need more room)

### FENCE & TRADE SUPPLIERS (PLEASE PRINT):

NAME (SUPPLIER 1)		ADDRESS		
CITY	STATE	PHONE	FAX	
NAME (SUPPLIER 2)		ADDRESS		
CITY	STATE	PHONE	FAX	
NAME (SUPPLIER 3)		ADDRESS		
CITY	STATE	PHONE	FAX	

(Please complete back page as well. Fill in all spaces.)

**BANK INFORMATION (PLEASE PRINT):**

NAME (BANK)		ADDRESS		CITY	
ACCOUNT NUMBER		STATE	PHONE	FAX	

Please attach two of the latest year-end financial statements/and or tax returns. Is the company bonded? Yes  No

How long has the company been in business? \_\_\_\_\_ Are you applying for a line of credit? Yes  No

Please give name, address and telephone number of bonding company: \_\_\_\_\_

**A.** It is understood and agreed to that, Eastern Wholesale Fence LLC may contact any of the references listed on this application as well as business and consumer reporting agencies as we see fit in the investigation and updating in relation to the acceptance of checks or the extension of credit to the customer.

X \_\_\_\_\_  
(please sign)  
 X \_\_\_\_\_  
(please sign)

**B.** It is also understood and agreed to that interest will be charged at a rate of 18% per annum for all late payments. The customer will also pay reasonable attorney's fees should the account be placed for collection.

X \_\_\_\_\_  
(please sign)  
 X \_\_\_\_\_  
(please sign)

\*(PLEASE SIGN SEPARATELY FOR BOTH "A" and "B")\*

**GUARANTY OF PAYMENT**

**THIS GUARANTY** executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **WITNESSETH**

**I. GUARANTY** - As an inducement to Eastern Wholesale Fence LLC, its predecessor Eastern Wholesale Fence Co., Inc, (hereinafter the "Company") and all present and future affiliates, subsidiaries and /or divisions to supply goods upon credit or consignment to:

\_\_\_\_\_ of \_\_\_\_\_  
(Company Name) (Address)

(hereinafter referred to as the Customer) and in consideration of the Company, in the discretion of any of them, entering into any one or more such transactions, the undersigned does hereby guarantee the punctual payment and prompt performance of any and all indebtedness or obligation of any kind which the Customer may now owe or which it may at any time hereafter owe to the Company whether such indebtedness or obligation arises from or is evidenced by any note, draft, check or other instrument or is based upon contract or open account or otherwise. The undersigned does hereby agree to pay reasonable attorney's fees and all other costs and expenses including interest at 18% per annum which may be incurred by the Company in the enforcement of this guaranty.

**II. WAIVER OF NOTICE** - The undersigned hereby expressly waives notice of each and every one of the following:

- (1) acceptance of this guaranty by the Company;
- (2) any debt or obligation incurred or owing on the part of the Customer to the Company;
- (3) default by the Customer with respect to any debt or obligation owing to the Company; and
- (4) presentment, protest and demand and notice of protest and demand, or any of them, with respect to any note or other instrument to which the Customer may be a party or as to which it may be obligated.

**III. MODIFICATION OF OBLIGATIONS** - The undersigned expressly agrees to remain bound under this guaranty notwithstanding any of the following acts by the Company.

- (1) the extension of time of performance to, the granting of any other indulgence to, or any other modification of any obligation of, the Customer.
- (2) the acceptance, alteration or release of any security, whether provided by the Customer or any other person.

**IV. NATURE, SCOPE AND DURATION OF GUARANTY** - This guaranty is unlimited in amount and shall continue from this date until revoked as provided below in this paragraph. This is a continuing, indivisible, and cumulative guaranty of payment of each and every debt or obligation incurred by or owing from the Customer to the Company either at the date hereof or at any time hereafter during the term of this guaranty. Revocation shall in no way terminate or otherwise affect (a) any liability or obligation of the undersigned, his heirs, personal representatives or assigns, existing on or prior to the effective date or such revocation or (b) any liability or obligation including but not limited to unfulfilled orders or other contracts existing on the effective date and completed in due course thereafter or cancelled or terminated by either the Company or the Customer; and the undersigned hereby expressly agrees to the foregoing on behalf of himself, and his heirs, personal representatives and assigns.

**V. WAIVER BY THE COMPANY** - The failure of the Company to enforce any of the provisions of this guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or of the right thereafter to enforce the same.

**VI. LIABILITY OF THE CO-GUARANTORS** - If more than one party signs this instrument, all obligations and liabilities created by this instrument shall be the joint and several obligation and liability of each of such parties. Each of the guarantors shall continue independently to be bound by this instrument notwithstanding any compromise, settlement, or release entered into with any one or more of the other guarantors, hereunto. This guaranty and its interpretation and application shall in all respects be governed by the law of the State of New York.

**VII. ENTIRE AGREEMENT** - This instrument contains the entire and only agreement between the undersigned and the Company with respect the guaranty of debts and obligations of the Customer by the undersigned and any representation, promise, condition or understanding in connection therewith which is not expressed in this instrument shall not be binding on the Company or upon the undersigned, all prior collateral understandings and agreements concerning such guaranty having been superseded by this instrument. The provisions of this instrument shall not be changed or discharged except by a written instrument signed by an authorized representative of the Company and of the undersigned and may be terminated only in accordance with the provisions of paragraph IV, by notice sent by certified mail, return receipt requested.

Signed by the undersigned at \_\_\_\_\_ on the date and year first above written

(Address)

**GUARANTORS:**

X _____ <small>(Signature of Guarantor #1)</small>	X _____ <small>(Signature of Guarantor #2)</small>
_____ <small>(Name - Please Print)</small>	_____ <small>(Name - Please Print)</small>
_____ <small>(Home Address)</small>	_____ <small>(Home Address)</small>

**WITNESSED BY:**

X _____ <small>(Signature of Witness)</small>	_____ <small>(Name - Please Print)</small>	_____ <small>(Home Address)</small>
--	---	--

**Please have spouse sign along with you. Please attach personal financial statement. This is a personal guaranty, do not use corporate title.**