



**EASTERN
WHOLESALE
FENCE LLC**

266 Middle Island Rd.
Medford, NY 11763

TEL: 631.698.0975
FAX: 631.698.1193

EasternFence.com
IllusionsFence.com
IllusionsVinylRailing.com
EasternWoodFence.com
EasternOrnamentalFence.com
EverStrongProfiles.com

Thank you for showing interest in Eastern Wholesale Fence. Before you fill out the account application we would like to get to know your company a little bit better. Please review the questions below and answer them to the best of your ability.

1. How many fence/railing crews do you have? How many in season?

2. Is fence/railing your primary business?

3. Approximately how many fence/railing jobs a year do you sell?

4. Do you have a website? What is it?

5. Are you familiar with our products? Our service?

6. What types of fence/railing do you install? (Check off each)

Vinyl Ornamental Wood Chain Link Railings Other (fill in)

7. Do you fabricate your vinyl fence (CNC router) or buy finished sections?



8. Who are you currently buying fence from?

9. Check off all that best describe where your business is based:

Home based office Office w/showroom Office w/no showroom
Industrial/Warehouse Storage Yard Lumber Yard
Garden Center Other: _____



EASTERN WHOLESALE FENCE LLC

266 Middle Island Rd., Medford, NY 11763

Phone: 631-698-0900 | 800-339-3362 | Fax: 800-788-0411 | www.easternfence.com



ACCOUNT APPLICATION AND AGREEMENT

(PLEASE PRINT)

DATE: _____	OFFICE USE ONLY	STATE			APPROVAL	ACCOUNT TYPE	DATE	ACCOUNT #
		NY	NC	SC				

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 ("EWF") 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 relation to the acceptance of checks or the extension of credit to the customer.

B. It is also understood and agreed that the interest rate for all late payments is the maximum legal rate or 1.5% per month, whichever is less. The customer will also pay reasonable attorney's fees should the account be placed for collection.

C. Except where the parties have expressly agreed otherwise in a separate written agreement, all sales of goods by EWF to the customer shall be governed exclusively by EWF's Terms and Conditions, which are available at www.easternfence.com, and those Terms and Conditions shall be incorporated into all orders and sales contracts now or hereafter existing between EWF and the customer.

D. 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 below.

X _____
(please sign)

X _____
(please sign)

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

X _____
(please sign)

X _____
(please sign)

GUARANTY OF PAYMENT

THIS GUARANTY executed this _____ day of _____, 20_____ **WITNESSETH**

I. GUARANTY - For valuable consideration, the receipt of which is hereby acknowledged, and to induce 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), the undersigned individually and, if plural, jointly and severally, hereby personally and unconditionally guarantees 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 the maximum legal rate or 1.5% per month, whichever is less, 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 prior to the written confirmation by the Company of receipt of a written notice of termination of this guaranty by any of the guarantors who sign below. The undersigned guarantor(s) may terminate/voke this guaranty in writing sent to the Company's office by certified mail, return receipt requested. Said notice will only be effective upon written confirmation of termination/revocation by the Company ("effective date"). 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 of 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. The undersigned acknowledges that the use of corporation titles shall not limit the personal liability of the signatory. It is further agreed that this guaranty shall continue notwithstanding any change in organization, corporate setup or partnership change. **To the extent permitted by law, Guarantor waives any and all rights that may exist under any applicable state or federal law to require the Company to proceed against the Customer or to pursue any other right or remedy for Guarantor's benefit or otherwise before proceeding against Guarantor.**

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, revocation of this guaranty by any one guarantor or release entered into with any one or more of the other guarantors, hereunto.

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., This Guaranty shall be governed and construed by the State where the Company's branch is located. An electronic signature of this Guaranty, or a copy sent via electronic mail or facsimile has the same legal effect as an original signature and document.

Signed by the undersigned at _____ on the date and year first above written
(Address)

GUARANTORS:

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

WITNESSED BY:

X _____ (Signature of Witness)	_____ (Name - Please Print)	_____ (Home Address)
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Please have spouse sign along with you. Please attach personal financial statement. This is a personal guaranty, do not use corporate title.