



## **EASTERN WHOLESALE FENCE ACCOUNT APPLICATION AND AGREEMENT CHECKLIST**

---

### **Applicants for CASH / C.O.D Accounts**

Please fill out pages 1 & 2 of the application completely including all required signatures

- A Copy of your driver's license (both sides)
    - Copy of home improvement license
  - Choose at least 1 cell phone number for Active Alerts  
(Active Alerts texts you real-time delivery updates and billing information)
  - If tax exempt, please provide a copy of your tax exempt certificate
  - All required signatures (Must match officer/owner info on pg. 1)
- 

### **Applicants for Credit Terms Accounts**

Please fill out pages 1-4 of the application completely including all required signatures

- All of the above documents for the CASH/C.O.D. Account Application
    - Dun & Bradstreet Account Number (If Applicable)
    - Make sure to include your Social Security Number
  - All required signatures (Must match officer/owner info on pg. 1)
- 

### **Page 5 - Check Verification Form for ACH/EFT**

- Required if doing ACH/EFT (Please include a VOIDED check)
- 

### **Page 6 - Credit Card Authorization Form**

- Required if keeping a credit card on file
- 

**Once you have completed your application checklist,  
please FAX to 1-800-788-0411  
or e-mail to: [applications@easternfence.com](mailto:applications@easternfence.com)**



# ACCOUNT APPLICATION AND AGREEMENT

OFFICE USE ONLY	
ACCOUNT TYPE	DATE
ACCOUNT #	

**\*\*\* IMPORTANT!\*\*\***

ALL INFO ON THIS PAGE IS REQUIRED FOR BOTH CASH/C.O.D APPLICATIONS AND CUSTOMERS REQUESTING CREDIT TERMS

## COMPANY INFORMATION (PLEASE PRINT):

COMPANY NAME		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		TELEPHONE NUMBER	
COMPANY ADDRESS (RENT OR OWN) RENT <input type="checkbox"/> OWN <input type="checkbox"/>		CELL 1 - (ACTIVE ALERTS?) Y <input type="checkbox"/> N <input type="checkbox"/>		CELL 2 - (ACTIVE ALERTS?) Y <input type="checkbox"/> N <input type="checkbox"/>	
CITY		STATE	ZIP	DUN & BRADSTREET NUMBER	
E-MAIL		COMPANY WEBSITE ADDRESS			
FEDERAL TAX ID NUMBER		TAX EXEMPT NUMBER (PLEASE ATTACH A COPY OF CERTIFICATE)			
HOME IMPROVEMENT LICENSE NUMBER	APPROX. HOW MANY FENCE / RAILING CREWS ARE YOU RUNNING IN SEASON?			APPROX. HOW MANY FENCE / RAILING JOBS A YEAR DO YOU SELL?	
TYPE OF BUSINESS (CHECK ALL APPLICABLE)		<input type="checkbox"/> OTHER (PLEASE LIST)		PRIMARY TYPES OF FENCE YOU INSTALL <input type="checkbox"/> OTHER (PLEASE LIST)	
<input type="checkbox"/> FENCE <input type="checkbox"/> FABRICATION <input type="checkbox"/> LANDSCAPE <input type="checkbox"/> POOL <input type="checkbox"/> MASONRY <input type="checkbox"/> HOME IMPROVEMENT				<input type="checkbox"/> VINYL <input type="checkbox"/> ORNAMENTAL <input type="checkbox"/> WOOD <input type="checkbox"/> CHAIN-LINK <input type="checkbox"/> RAILING	
HOW DID YOU HEAR ABOUT EASTERN?	HOW MANY YEARS HAVE YOU BEEN IN BUSINESS		WHO ARE YOU CURRENTLY BUYING FENCE FROM?		
WHICH BEST DESCRIBES WHERE YOUR BUSINESS IS BASED (CHECK APPLICABLE)				<input type="checkbox"/> OTHER (PLEASE LIST)	
<input type="checkbox"/> HOME BASED OFFICE <input type="checkbox"/> OFFICE WITH SHOWROOM <input type="checkbox"/> OFFICE WITH NO SHOWROOM <input type="checkbox"/> INDUSTRIAL WAREHOUSE <input type="checkbox"/> STORAGE YARD <input type="checkbox"/> LUMBER YARD <input type="checkbox"/> GARDEN CENTER					

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

NAME (OWNER/OFFICER 1)		TITLE	SS# (Credit Terms APP. ONLY)	DATE OF BIRTH
ADDRESS RENT <input type="checkbox"/> OWN <input type="checkbox"/>		CITY	STATE	ZIP
PHONE		DRIVER'S LICENSE NUMBER	DRIVER'S LICENSE STATE OF ISSUE	
NAME (OWNER/OFFICER 2)		TITLE	SS# (Credit Terms APPLICANTS)	DATE OF BIRTH
ADDRESS RENT <input type="checkbox"/> OWN <input type="checkbox"/>		CITY	STATE	ZIP
PHONE		DRIVER'S LICENSE NUMBER	DRIVER'S LICENSE STATE OF ISSUE	

## BANK INFORMATION (PLEASE PRINT):

BANK NAME	BANK CONTACT NAME	BANK PHONE NUMBER	BANK ACCOUNT NUMBER
-----------	-------------------	-------------------	---------------------

**A.** It is understood and agreed 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.

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

**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](http://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 \_\_\_\_\_  
 X (please sign)  
 \_\_\_\_\_  
 (please sign)

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

**\*\*\* STOP!\*\*\***

\*\*\* (PLEASE SIGN SEPARATELY FOR BOTH "C" and "D") \*\*\*



PLEASE MAKE SURE EVERYTHING ABOVE IS FILLED OUT BEFORE MOVING ON TO PAGE 2. IF TAX EXEMPT, PLEASE ATTACH CERTIFICATE.

\*\*\* PAGE 2 MUST BE FILLED OUT AND SIGNED PRIOR TO ACCOUNT APPROVALS. \*\*\*





# GUARANTY OF PAYMENT



\*\*\* PLEASE READ! \*\*\*

THE GUARANTY OF PAYMENT IS REQUIRED FOR BOTH CASH/C.O.D. APPLICATIONS AND CUSTOMERS REQUESTING CREDIT TERMS

THIS GUARANTY executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ WITNESSETH  
(Day) (Month) (Year)

**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 to 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:

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

### WITNESSED BY:

X _____	_____	_____
(Signature of Witness)	(Name - Please Print)	(Home Address)

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



\*\*\* IMPORTANT!\*\*\*

PLEASE MAKE SURE EVERYTHING ABOVE IS FILLED OUT BEFORE MOVING ON TO PAGE 3.  
\*\*\* THIS PAGE MUST BE FILLED OUT AND SIGNED PRIOR TO ALL ACCOUNT APPROVALS. \*\*\*



Are you applying for credit terms? Yes  No

IF "YES," PLEASE CONTINUE TO PAGE 3





# APPLICATION FOR CREDIT TERMS



**\*\*\* IMPORTANT!\*\*\***

THE BELOW INFORMATION IS REQUIRED FOR CUSTOMERS REQUESTING CREDIT TERMS

## COMPANY INFORMATION (PLEASE PRINT):

<b>IS YOUR COMPANY BONDED</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
HOW LONG HAS YOUR COMPANY BEEN IN BUSINESS?		
<b>BONDING COMPANY INFORMATION</b>		
ADDRESS	STATE	ZIP
TELEPHONE	COMPANY WEBSITE ADDRESS	

## FENCE & TRADE SUPPLIERS (PLEASE PRINT):

SUPPLIER 1 COMPANY NAME	ADDRESS		
CONTACT NAME	CONTACT E-MAIL ADDRESS		
CITY	STATE	PHONE	FAX
SUPPLIER 2 COMPANY NAME	ADDRESS		
CONTACT NAME	CONTACT E-MAIL ADDRESS		
CITY	STATE	PHONE	FAX
SUPPLIER 3 COMPANY NAME	ADDRESS		
CONTACT NAME	CONTACT E-MAIL ADDRESS		
CITY	STATE	PHONE	FAX



**\*\*\* IMPORTANT!\*\*\***

PLEASE MAKE SURE EVERYTHING ABOVE IS FILLED OUT BEFORE FAXING YOUR APPLICATION



**Do you authorize a credit check?    Yes     No**

**IF "YES," PLEASE CONTINUE TO PAGE 4**





# CREDIT CHECK AUTHORIZATION FOR APPLICANT'S FINANCIAL INSTITUTION

**\*\*\* IMPORTANT!\*\*\***

THE BELOW INFORMATION IS NECESSARY TO EXPEDITE YOUR CREDIT TERMS APPLICATION

**I authorize Eastern Wholesale Fence LLC to check my company's credit history to answer inquiries about my company's credit experience.**

**NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINTED SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

<b>COMPANY NAME</b>	<b>ADDRESS</b>		
<b>CITY</b>	<b>STATE</b>	<b>PHONE</b>	<b>FAX</b>
<b>BANK NAME</b>		<b>BANK CONTACT NAME</b>	
<b>BANK PHONE NUMBER</b>		<b>BANK ACCOUNT NUMBER</b>	
<b>DUN &amp; BRADSTREET NUMBER (IF APPLICABLE)</b>			



**\*\*\* IMPORTANT!\*\*\***

PLEASE MAKE SURE EVERYTHING ABOVE IS FILLED OUT BEFORE FAXING YOUR APPLICATION



**Would you like ACH/EFT?    Yes     No**

**IF "YES," PLEASE CONTINUE TO PAGE 5**





# CHECK VERIFICATION FORM FOR ACH/EFT

**\*\*\* IMPORTANT!\*\*\***

**THE BELOW INFORMATION IS NECESSARY TO EXPEDITE YOUR CREDIT TERMS APPLICATION**

**I authorize Eastern Wholesale Fence LLC to retain the checking account information listed below solely for the purpose of verifying funds. This information will be kept on file until Eastern Fence receives written notification to terminate this authorization. Eastern Wholesale Fence will not share this information with any other company or entity.**

**I agree to notify Eastern Wholesale Fence of any changes in my financial institution of account number.**

**I acknowledge that Eastern Wholesale Fence LLC charges a \$35 fee for each returned check.**

<b>COMPANY NAME</b>		<b>BILLING ADDRESS</b>	
<b>CITY</b>	<b>STATE</b>	<b>PHONE</b>	<b>FAX</b>
<b>BANK NAME</b>		<b>BANK CONTACT NAME</b>	
<b>ACCOUNT TYPE:    CHECKING <input type="checkbox"/>    SAVINGS <input type="checkbox"/></b>			
<b>BANK PHONE NUMBER</b>		<b>NAME ON ACCOUNT</b>	
<b>ROUTING / TRANSIT / ABA#</b>		<b>CHECKING / SAVINGS ACCOUNT NUMBER</b>	

**PLEASE INCLUDE A VOIDED CHECK**

Understanding those numbers at the bottom of your check

1. Your Routing/Transit/ABA Number is between the symbols. It's a 9 digit number.

| : 0 1 2 3 4 5 6 7 8 :

2. Your bank account number is usually to the right of the Routing number and may be up to 17 digits in length. It is followed by a symbol.

|| : 0 1 2 3 4 5 6 7 8 9

To ensure accuracy, if using a checking account, please attach a sample check and mark it as VOID. Customers of credit unions should verify their account numbers as some credit unions use different account numbers than the numbers printed on the checks.

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINTED SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_



**\*\*\* IMPORTANT!\*\*\***

**PLEASE MAKE SURE EVERYTHING ABOVE IS FILLED OUT BEFORE FAXING YOUR APPLICATION**



**Would you like to keep your credit card on file?    Yes     No**

**IF "YES," PLEASE CONTINUE TO PAGE 6**





# CREDIT CARD AUTHORIZATION FORM

**\*\*\* IMPORTANT!\*\*\***

THE BELOW INFORMATION IS NECESSARY TO EXPEDITE YOUR CREDIT TERMS APPLICATION

OFFICE USE ONLY	
EWF CUSTOMER ACCOUNT #	SALESPERSON

<b>TYPE OF CARD:</b> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> American Express <input type="checkbox"/>			
COMPANY NAME		BILLING NAME AS IT APPEARS ON THE CARD	
CARD NUMBER	EXPIRATION DATE (MM/YY)	CVC CODE	
BILLING ADDRESS			
CITY	STATE	ZIP	FAX

**Amount of Charge Authorized Herein: \$** \_\_\_\_\_

**Sales Order/Invoice(s) # covered by this charge** \_\_\_\_\_

**The Undersigned:**

- Does hereby authorize the charge by Eastern Wholesale Fence LLC, in the amount stated above;
- States that he/she is the card holder in good standing of the card offered in payment to EWF;
- States this amount is owed and there is no credit to this charge whatsoever;
- Agrees that full consideration has been given for this charge and this is full and final settlement of the sales order/invoice stated above and no claim or offset now or in the future shall be brought against this credit card charge;
- Agrees not to revoke, reverse or challenge the charge for any reason.

**As agreed:**

In accordance with the terms and conditions of the card issuer and the above:

**SIGNATURE (CARD HOLDER)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINTED NAME (CARD HOLDER)** \_\_\_\_\_

**\*\*\* IMPORTANT!\*\*\***



**PLEASE MAKE SURE EVERYTHING ON ALL NECESSARY PAGES IS FILLED OUT BEFORE FAXING YOUR APPLICATION**

