



APPLICATION FOR CREDIT

For the purpose of obtaining merchandise or services from you on credit, or for the extension of credit, the following can be relied upon as complete, accurate and truthful, to the best of our knowledge.

Complete Business Name \_\_\_\_\_

Trade Name if Used \_\_\_\_\_

Address \_\_\_\_\_

Type of Business:  Individual  Partnership  Corporation  Limited Liability Company

TITLE	NAME	ADDRESS	DRIVERS LIC/ ST	SS#	DOB	PHONE

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Sales Contact \_\_\_\_\_ Credit Contact \_\_\_\_\_

Year Business Organized \_\_\_\_\_ Year Incorporated \_\_\_\_\_ Which State \_\_\_\_\_

Branches or Affiliates with Address \_\_\_\_\_

Please list Bank and Trade References below.

	NAME	EMAIL ADDRESS	PHONE	FAX
Bank				
Ref #1				
Ref#2				
Ref#3				
Ref#4				

Estimated Dollar Requirement for 30 Day Period \$ \_\_\_\_\_

Purchase Order Required Yes  No

Comments \_\_\_\_\_

OUR CREDIT TERMS: NET 30 DAYS

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Jurisdiction**

To the extent permitted by law, this agreement shall be deemed to have been made in the State of Connecticut, regardless of where this agreement was signed, and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Connecticut, and as part of the consideration for the aforesaid extension of credit, the undersigned hereby agrees that all actions or proceedings arising directly or indirectly from this agreement shall be litigated only in Courts having situs within the State of Connecticut and the undersigned hereby consents to the jurisdiction of any local, State or Federal court located within the State of Connecticut and waives the personal service of any and all process upon the undersigned herein, and consents that all such service of process may be made by certified or registered mail, return receipt requested, directed to the undersigned at the address hereinabove stated; and service so made shall be complete two (2) days after the same shall have been posted as aforesaid.

**CREDIT AGREEMENT**

For and in consideration of the extension of credit for the purchase of materials or services from The Jack Farrelly Company, a Connecticut corporation with a principal place of business in the Town of Bloomfield, Connecticut ("Farrelly"), the undersigned hereby agrees, promises and covenants to pay all bills, according to their terms, as rendered by Farrelly for materials sold or services rendered. The terms and conditions of all such purchases shall be as follows: a) the bill or invoice mailed by Farrelly will be considered correct unless notification is received within 5 days from the date of such bill or invoice; b) bills or invoices not paid within 30 days from the date of such bill or invoice will be considered past due; c) a FINANCE CHARGE of one and one-half percent (1.5%) per month commencing 30 days from the date of each bill or invoice shall be charged on the unpaid balance (which is an ANNUAL PERCENTAGE RATE of eighteen (18%); d) in case of non-payment, the undersigned will pay all costs of collection including reasonable attorney's fee. All payments received by Farrelly on account of any materials or services sold by Farrelly to the undersigned shall be applied first to any outstanding costs of collection and attorney's fees, then to pay any interest due on the unpaid balance, and the balance shall be applied to the outstanding bills and invoices in their chronological order from earliest to latest.

THE UNDERSIGNED ACKNOWLEDGES THAT EACH EXTENSION OF CREDIT PURSUANT TO THIS AGREEMENT SHALL BE A "COMMERCIAL TRANSACTION" AS DEFINED BY LAW. THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER ANY STATUTORY OR CONSTITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT, REPLEVIN, OR OTHER PREJUDGEMENT REMEDY PROCEDURES BY THE JACK FARRELLY COMPANY IN THE COLLECTION OF ACCOUNT OF THE UNDERSIGNED. THIS WAIVER IS MADE BY THE UNDERSIGNED ON BEHALF OF THE UNDERSIGNED AND THEIR SUCCESSORS AND ASSIGNS.

The undersigned further agrees to the statement of Jurisdiction attached hereto and made a part hereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Town and State)

\_\_\_\_\_  
(Name of Individual, Corporation, LLC or Partnership)  
By \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

**INDIVIDUAL GUARANTEE**

For and in consideration of the extension of credit by The Jack Farrelly Company ("Farrelly"), now or in the future, to (Company name) \_\_\_\_\_ a corporation, LLC or Partnership, the undersigned (Individual name) \_\_\_\_\_ (if more than one, jointly and severally) hereby unconditionally guarantees to Farrelly the full and prompt payment of any and all obligations, debts, invoices, late charges, interest charges, costs, and attorney's fees of said (Company name) \_\_\_\_\_ and further agrees to be personally bound by all of the terms and conditions of this agreement. The liability of the undersigned shall not be terminated or affected by, and the undersigned assents to, any extension or postponement of the time of payment or any other waiver, modifications or change of any term of this agreement. This is a continuing guarantee and shall remain in full force and effect and be binding upon the undersigned until written notice sent by registered or certified mail to: The Jack Farrelly Company, 97 Old Poquonock Road, Bloomfield, Connecticut 06002, is received by Farrelly. Receipt of such notice shall affect only those debts incurred after such receipt.

THE UNDERSIGNED ACKNOWLEDGES THAT EACH EXTENSION OF CREDIT PURSUANT TO THIS AGREEMENT SHALL BE A "COMMERCIAL TRANSACTION" AS DEFINED BY LAW. THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER ANY STATUTORY OR CONSTITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT, REPLEVIN, OR OTHER PREJUDGEMENT REMEDY PROCEDURES BY THE JACK FARRELLY COMPANY IN THE COLLECTION OF ACCOUNT OF THE UNDERSIGNED. THIS WAIVER IS MADE BY THE UNDERSIGNED ON BEHALF OF THE UNDERSIGNED AND THEIR SUCCESSORS AND ASSIGNS.

The undersigned further agrees to the statement of Jurisdiction attached hereto and made a part hereof,

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Town and State)

\_\_\_\_\_  
(Individual Signature)

The applicant, guarantor, and Farrelly each agree that this Application for Credit, Credit Agreement, and Individual Guarantee (collectively the "Credit Application") constitutes a transaction that may be conducted by electronic means pursuant to the Connecticut Uniform Electronic Transaction Act. The signatures may be either the signer's actual signature or a reproduction of the signer's actual signature and a Credit Application sent to Farrelly by facsimile or electronic mail with such signature shall be enforceable as an original document containing the signer's signature.