

Universal Credit Application and Agreement Form

Applicant: _____

This Credit Application and Agreement ("Application and Agreement") is made to the Vendors (and their divisions, successors and permitted assigns) under the Elected Member Agreements (as those terms are defined in Applicant's Concierge Program Member Agreement) for the purpose of inducing those individual Vendors to extend credit accommodations to Applicant and the individual properties for which Applicant has management responsibility.

SHIPPING AND BILLING INFORMATION

SHIP TO:

Applicant Legal Name (INC, LLC, LP)

Trade Name/Doing Business As

Delivery Address (Attach Location Sheet If More Than One)

City State/Province Zip

County Country

Phone Number

BILL TO:

☐ Check Here if Billing Address is Same as Delivery Address

Billing Address

City State/Province Zip

Country

Accounts Payable Contact

E-mail Address Fax Number

OWNERSHIP INFORMATION

☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership (LP) ☐ Proprietorship ☐ Non-Profit ☐ Government ☐ Other _____

Government Funded ☐ Yes ☐ No _____ % of Revenue Gov't Funded Medicaid/Medicare Funded? ☐ Yes ☐ No _____ % of Revenue Med Funded

State of Formation: _____ Federal ID Number: _____

Building/Facility: ☐ Owned ☐ Leased Date Business Opened or Ownership Changed: _____

CREDIT REFERENCES

Vendor Name (Present Supplier) Account Number City/State Phone Number

Vendor Name Account Number City/State Phone Number

Vendor Name Account Number City/State Phone Number

BANK AND BUSINESS REFERENCES

Bank Account Number Contact name Phone Number

Checking Account # Loan Account #

DO YOU HAVE ANY OTHER EXISTING BUSINESSES: ☐ Yes ☐ No
(Please attach list if more than one business)

DO YOU HAVE EXISTING OR PRIOR ACCOUNTS? ☐ Yes ☐ No
(Please attach list if more than one business)

Business Name

Business Name

Address City/State

Address City/State

DOCUMENTATION REQUESTS: 1) RESALE OR EXEMPT TAX CERTIFICATE (TAX WILL BE CHARGED WITHOUT THESE DOCUMENTS)

Applicant hereby certifies that the information furnished in this Application and Agreement and furnished herewith is true, correct and complete and is being furnished to Vendor for the purpose of inducing Vendor to extend credit to Applicant, and understands that Vendor intends to rely on such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as they become due, and has capital sufficient to carry on its business. Applicant agrees to promptly advise Vendor of any material change in the information herein provided, including but not limited to change of ownership, address or telephone. Concierge and Vendor will retain this Application and Agreement whether or not Applicant is approved

by Vendor. Applicant hereby authorizes Vendor to check from time to time Applicant's business credit history and trade, bank and references (whether or not listed in this Application and Agreement) for customary credit information, to confirm the information contained in this Application and Agreement.

Applicant agrees to pay interest in the amount of 1½ % per month, or the maximum rate, if less, that Applicant may lawfully contract to pay, on any payment past due. Applicant agrees to pay all costs of collection, including reasonable attorney's fees and expenses, should a default in payment occur. Applicant agrees to neither order nor accept goods from Vendor while Applicant is insolvent within the meaning of § 1-201(23) of the UCC. Every order placed, or delivery accepted, while the Applicant is insolvent shall constitute a written misrepresentation of solvency to Vendor within the meaning of § 2-702(2) of the UCC.

Vendor in its sole discretion will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges at any time with prior notice to Applicant. If this Application and Agreement is not approved in full or if any other adverse action is taken with respect to Applicant's credit with Vendor, Applicant has the right to request within 60 days of Vendor's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of such request.

The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that Applicant has the capacity to enter into a binding contract), because all or part of Applicant's income derives from public assistance programs, or because Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

Applicant irrevocably agrees and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Vendor's operating company which provided this Application and Agreement is located, without regard to the conflicts of law provisions thereof, with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Vendor or this Application and Agreement. Applicant waives any right it may have to change the venue of any litigation brought against it by Vendor.

Vendor is an equal opportunity employer. It is the policy of Vendor to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, national origin, disability, religion or other protected classification. Applicant acknowledges that it is also an equal opportunity employer and that it will comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, national origin, disability, religion or other protected classification. It is the policy of Vendor to comply with the provisions of Executive Order 13201 Compliance (29 CFR Part 470), relating to the notice of employee rights concerning payment of union dues.

WAIVER OF JURY TRIAL. APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH VENDOR AND APPLICANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS APPLICATION AND AGREEMENT; AND (B) ANY OTHER GOVERNING DOCUMENTS INCLUDING INVOICES AND DISTRIBUTOR AGREEMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS APPLICATION AND AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY APPLICANT AND APPLICANT HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

Applicant: _____

Date: _____

Signed By : _____

Print Name: _____

Title: _____