

Famcon Utility Supply, Inc.
 200 Lambert Street, Oxnard, Ca 93036
 (805) 485-4350 / (805) 485-3070
 www.famconutilitysupply.com

APPLICATION FOR CREDIT

Date: _____

To: Famcon Utility Supply, Inc. ("Famcon") for the purpose of procuring and establishing credit, from time to time, with Famcon, the undersigned Applicant furnishes the following information, including any requested financial statement. Applicant represents and warrants said information is true and correct and a true and correct statement of its financial condition. Applicant authorizes Famcon to obtain credit and financial information concerning Applicant at any time and from any source. Applicant, for the purpose of inducing Famcon to extend credit, represents that Applicant is not insolvent as that term is defined in applicable state or federal statutes. If Applicant becomes insolvent before delivery of goods or equipment, Applicant shall so notify Famcon. A failure to notify Famcon shall be construed as a reaffirmation of Applicant's solvency at the time of delivery.

Name of Applicant _____

Street Address _____ City _____ St _____ Zip _____

Mailing Address if Different _____

Phone _____ Fax _____

Type of Business _____ Year Established _____

We operate as a CORPORATION PARTNERSHIP LIMITED PARTNERSHIP INDIVIDUAL

Business Premises Owned Rented Name and Address of Lessor or Mortgages _____

Owner, Partners or Stockholders:

NAME	ADDRESS	PHONE	PERCENT OF OWNERSHIP

Faxed Invoices accepted? Yes No If yes, please provide number. _____

Will C.O.D. shipments be acceptable until credit is approved? Yes No

Will Financial Statements be provided if requested? Yes No

Have any of the owners operated a business prior to becoming an owner of Applicant? Yes No

If yes, describe _____

Amount of credit requested _____

Bank with _____ Branch _____ Phone # _____ FAX # _____

Contact Person at Bank _____

Type of accounts and account numbers Commercial _____ Payroll _____ Other _____

State Contractors license numbers Class _____

Sales Tax to be charged? Yes No Resale Certificate Attached Yes No

Trade References:

NAME	ADDRESS	CITY & ZIP CODE	LOCAL PHONE & FAX #'s
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

All Real Estate of Applicant/Guarantors	Address/Title	Purchase Price	Mortgage Owning	Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Please attach additional pages if needed)

All Vehicles & Equipment of Applicant/Guarantors (title in name of)	Make/Model/Year	License No.	Lienholders Cost
_____	_____	_____	_____
_____	_____	_____	_____

(Please attach additional pages if needed)

AGREEMENT:

In consideration of, and in order to induce Famcon to establish an open account line of credit based on the forgoing Credit Application, the undersigned Applicant promises to pay for purchases in accordance with Famcon's terms of sale. Applicant understands that Famcon will add a service charge of one and one-half percent (1 1/2%) per month (18% per annum) to all past due invoices except where prohibited by law. Applicant understands that an invoice is considered past due if not paid in full within thirty (30) days of Famcon's invoice date, and the service charge will begin to accrue on the thirty-first (31st) day, unless otherwise stated on the invoice. Applicant agrees that actual damage to Famcon because of delinquent payments is difficult to estimate and that the forgoing service charge is the parties' reasonable estimate of such damage. Applicant does hereby agree to pay the same. Applicant further agrees to pay all expenses, including court costs, legal, recovery and administrative expenses, and attorney's fees paid or incurred by Famcon in endeavoring to collect the sums owing by Applicant and whether or not a judicial proceeding is commenced.

Applicant agrees to notify Famcon in writing of any change of ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless and until agreed to by Famcon in writing. Applicant further acknowledges and understands that this Credit Application and Agreement, and all future contracts and agreements between Applicant and Famcon shall be deemed accepted by Famcon and entered into for all purposes at Famcon's corporate office located at 200 Lambert Street, Oxnard, in the County of Ventura, State of California, unless otherwise notified in writing by Famcon. The parties hereto agree that the performance of Applicant's obligations under the terms of this Credit Application and Agreement and all invoices, confirmations and other obligations hereinafter incurred or received by Applicant is and shall be at the corporate office of Famcon. The undersigned represents and warrants that the above Agreement has been fully read and that Applicant understands the same.

Applicant further agrees and understands that Applicant bears all risk of loss on goods purchased following delivery by Famcon to a carrier, whether the goods are shipped prepaid or collect. Upon demand, Applicant will provide security for any and all indebtedness owing by Applicant to Famcon, including deeds of trust, inventory liens, assignment of accounts or contract rights, vehicle liens, and chattel mortgages. All payments are due at Famcon's corporate office as identified above.

Dated: _____

It is understood that this statement is given to induce you to extend credit to the undersigned and that you will in fact rely upon said statement if you extend credit.

Applicant: _____
 (NAME OF BUSINESS)

By: _____ Title _____

ADDITIONAL SIGNATURES FOR CO-OWNERS AND/OR PARTNERS

PERSONAL CONTINUING GUARANTEE

The undersigned, jointly and severally, in consideration of the credit privileges being extended to the above named Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which in the past or may in the future be owing to Famcon on open account or otherwise, including without limitation service charges and attorney's fees. The undersigned hereby waive any right to require Famcon to proceed against Applicant or pursue any other remedy and further waive any statute of limitations pertaining hereto. The undersigned further waive all presentment, demands of performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this continuing guarantee, and further waive, and do hereby permit without notice, the incurring of modification of existing or additional indebtedness without affecting the validity or scope of the guarantee. This is a continuing guarantee, and shall remain effective for all purposes until terminated in writing by notice to Famcon as to indebtedness incurred after the date of receipt of said notice. It is hereby agreed and acknowledged that this is a Personal Continuing Guarantee and is accepted by Famcon, and is entered into for all purposes, in the County of Ventura, State of California. No delay in the enforcement of this Personal Continuing Guarantee shall affect the liability of any of the undersigned. The undersigned agrees to pay reasonable attorney's fees incurred in the enforcement of this Personal Continuing Guarantee whether or not a law suit is initiated.

Date: _____

Guarantor _____

Guarantor _____

Guarantor _____



**AUTHORIZATION TO RELEASE
BANK INFORMATION**

I hereby authorize the release of the following information to Famcon Utility Supply, Inc. for the purpose of obtaining a credit account.

Banking Institution _____

Address _____

Account Name _____

Type of Account _____

Account Number _____

Authorized Signature _____

Title _____ Date _____

Please do not use signature stamps. We must have a valid signature in ink. Thank you!