

# EASTERN EFFECTS, INC. CREDIT APPLICATION

Please allow 3-5 business days for processing.

All Orders are C.O.D. upon pick -up / delivery until the Credit Application is approved.

## GENERAL:

Business Name: \_\_\_\_\_ Number of Years In Business? \_\_\_\_\_

Trade Name or D.B.A: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Tax Exempt: Yes:\_\_\_ (attach ST-120 or ST121) No: \_\_\_

Type of Business: Corporation { } S-Corp { } LLC. { } Partnership { } Individual { }

Do you use Purchase Orders: Yes { } No { }

Name of Person(s) Authorized to Sign Purchase Orders: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

## OFFICER(S)/OWNER(S) INFORMATION:

Full Name: \_\_\_\_\_ SSN#: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Officer / Owner: \_\_\_\_\_

## **Credit Card Authorization: (Must be kept on file)**

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code: \_\_\_\_\_

Name on Card \_\_\_\_\_ Billing Address: \_\_\_\_\_

City/ State / Zip \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_

## INDUSTRY TRADE REFERENCES:

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

**CREDIT TERMS are NET 15:**

Regular terms of payment required by Eastern Effects, Inc. are as follows, unless otherwise agreed in writing:

- ALL Invoices are due 15 days from the invoice date. Late payments are subject to a weekly finance charge of 1.5%.
- The first two (2) weeks of any rental package are due on the day of equipment check-out. Weekly billing will commence for any remaining rental weeks the day after the equipment check-out.

**CUSTOMER AGREEMENT:**

I, (Customer), authorize Eastern Effects, Inc. (EEI) to obtain such information as EEI may require concerning the statements made in this application and agree that the application shall remain the property of EEI, whether credit is granted or not. I hereby declare that all statements in this application are true and complete. I agree to notify EEI of any material change in the statement as set forth and this statement shall be construed by EEI to be a continuing statement of the conditions of the undersigned and agreement to the terms and conditions of Eastern Effects, Inc. until written notice to the contrary is received and acknowledged by EEI. If Customer or any Guarantor of Customer at any time becomes insolvent or files, or has filed against it, a petition in bankruptcy, or if any representations made by the Customer prove to be untrue, or if Customer defaults in the payment of any sum due EEI, whether in the form of a promissory note, debit or open account, or any other financial obligation, or if Customer breaches any of the terms and conditions which are part of this Agreement, then and in either such case, all of Customer's obligations to be held by EEI shall become immediately due and payable without demand or notice. In the event of suit to enforce payment of any sum due from Customer to EEI, Customer shall pay all counsel fees, costs and disbursements that EEI may incur. In consideration of the granting or renewing of any credit to Customer, Customer waives the pleading of the statute of limitations as a defense to any obligation of Customer to EEI. The Customer acknowledges that all sales, rentals, and services are made in the State of New York. All actions against the undersigned may be brought in the State of New York, and the undersigned expressly consents to the jurisdiction of the courts in the State of New York.

**Printed Name of Signing Officer/Owner:** \_\_\_\_\_

**Signature of Officer/Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTINUING GUARANTY:**

For valuable consideration, including the execution of one or more Rental Contracts by and between Eastern Effects, Inc. (EEI) as the Lessor and the Lessee, the undersigned ("Guarantor"), jointly and severally, irrevocably and unconditionally guaranty to pay and perform any and all obligations of Lessee under each and every agreement, condition, and covenant contained in said agreement or in any supplement or amendment thereto or on any statement given in pursuance thereof, as well as due payment of all obligations which Lessee at any time may owe Eastern Effects, Inc.

This guaranty shall not be impaired by any modification or other agreement to which the Lessee and EEI may hereafter agree, or by any modification, release, or other alteration of any of the obligations hereby guaranteed, or of any security thereof, to all of which the Guarantor hereby consents. The liability of Guarantor is direct and unconditional and may be enforced without requiring EEI to resort to any other right, remedy or security. Guarantor acknowledges and agrees that this Guaranty and the foregoing credit agreement is deemed to have been delivered to EEI in the State of New York, County of Kings, and Guarantor and EEI hereby irrevocably consent and agree that any dispute arising under or in connection with this agreement shall be submitted to, and solely determined by, final and binding arbitration conducted by the American Arbitration Association in the State of New York and the County of Kings. This Agreement, and all disputes arising in connection therewith shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without giving effects to principles of conflicts of law or choice of law. The award by the arbitrator may be entered in any court having jurisdiction thereof.

The Guarantor agrees that if Guarantor of the Lessee should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of the Customer under any insolvency law, any and all of the undersigned's obligations under this Guaranty shall, at EEI's option forthwith become due and payable without notice.

This Guaranty is a continuing Guaranty and it shall continue in full force and affect until Guarantor delivers written notice of termination to EEI. Notice of termination shall be effective only if delivered to EEI by hand or by registered mail with receipts acknowledged in writing by EEI. In all circumstances, termination shall be applicable only to transactions having their inception after notice of termination is properly furnished to EEI, and any and all rights and obligations arising out of transactions having their inception prior to such notice of termination shall not be affected.

Guarantor agrees to promptly notify EEI in writing of any material change in the operations of the Lessee's business or the ownership of the Lessee.

The Guarantor waives (to the extent permitted by law) any and all right to trial by jury in any action or proceeding based hereon. Guarantor further waives (to the extent permitted by law) the pleading of the statute of limitations as a defense to any obligations of either Lessee or Guarantor to EEI. This Guaranty cannot be changed or terminated. Guarantor further agrees to pay all attorney's fees, costs, and expenses that EEI may incur in connection with enforcing its rights under this guaranty and accompanying credit agreement.

**Printed Name of Guarantor:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature of Guarantor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address of Guarantor:** \_\_\_\_\_



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## Bank Reference Request and Release Authorization

Name on Account: \_\_\_\_\_ Date: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

Account Manager Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

To Whom It May Concern:

I the undersigned authorize Eastern Effects, Inc. to obtain a history on my bank account.  
The information contained herein will be held confidentially.

Thank you

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

### ***BANK USE ONLY:***

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Date account opened \_\_\_\_\_

Average 3 month balance \_\_\_\_\_ Current balance \_\_\_\_\_

\_\_\_ Satisfactory \_\_\_ Non Satisfactory \_\_\_ Borrowing \_\_\_ Non Borrowing

By: Name \_\_\_\_\_

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**Thank you in advance for returning the completed reference via fax or email to  
888-566-6547 or [julie@easterneffects.com](mailto:julie@easterneffects.com)**