

**FOX APPLIANCE PARTS OF MACON, INC.**

P.O. Box 13486, Macon, GA 31208-3486 (478) 788-1793 (800) 342-7130

GENERAL APPLICATION FOR CREDIT FOR APARTMENT OR CONDOMINIUM COMPLEX

APARTMENT/CONDOMINIUM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF APT/CONDO OWNER: \_\_\_\_\_

CORPORATION  PARTNERSHIP  INDIVIDUAL

PARTY RESPONSIBLE FOR PAYMENT: \_\_\_\_\_

CORPORATION  PARTNERSHIP  INDIVIDUAL

NAME OF MANAGEMENT COMPANY: \_\_\_\_\_

ADDRESS & TELEPHONE: \_\_\_\_\_

MANAGEMENT COMPANY OFFICERS/MAJORITY STOCKHOLDERS HOME ADDRESS/TELEPHONE

BANK NAME: \_\_\_\_\_ ACCOUNT NO.: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_ BANK TELEPHONE: \_\_\_\_\_

BUSINESS/CREDIT REFERENCES (OTHER THAN CREDIT CARDS) :

NAME	ADDRESS	CITY	STATE	ZIP	PHONE NUMBER

DOES YOUR MANAGEMENT COMPANY USE PURCHASE ORDER NUMBERS, AND IS FOX APPLIANCE REQUIRED TO INCLUDE A PURCHASE ORDER NUMBER ON ALL INVOICES FOR YOUR MANAGEMENT COMPANY?

NO  YES

SPECIFY BY NAME WHICH OF YOUR EMPLOYEES ARE AUTHORIZED TO SIGN INVOICES FOR YOUR BUSINESS:

**NOTE:** Any changes in the employees who are authorized to sign must be made in writing and addressed to the Store or Credit Manager.

PLEASE ESTIMATE THE TYPICAL MONTHLY PURCHASES BY YOUR MANAGEMENT COMPANY \$ \_\_\_\_\_

DOES YOUR MANAGEMENT COMPANY HAVE OPEN ACCOUNTS WITH ANY OTHER FOX APPLIANCE PARTS LOCATIONS?  NO  YES. IF YES, WHERE \_\_\_\_\_

HAVE YOU OR ANY COMPANY IN WHICH YOU HAVE BEEN A PRINCIPAL BEEN SUED OR FILED BANKRUPTCY?  NO  YES. IF YES, EXPLAIN IN DETAIL AND ATTACH TO THIS AGREEMENT.

**AGREEMENT**

Payment is due the 10<sup>th</sup> of each month for merchandise purchased the previous month. If payment is not made by the 10<sup>th</sup>, the account is past due and in default and A SERVICE CHARGE SHALL BE MADE, CALCULATED FROM THE DATE OF THE LAST BILLING ON THE BALANCE DUE (less payments and credits to said balance) AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM OR ONE AND ONE-HALF PERCENT (1 ½ %) PER MONTH. EACH SERVICE CHARGE SHALL BECOME A LIQUIDATED DEMAND. IF THIS DEMAND IS NOT PAID WITHIN 30 DAYS, THE SERVICE CHARGES WILL ACCRUE INTEREST AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM OR ONE AND ONE HALF PERCENT (1 ½ %) PER MONTH THEREAFTER.

\*Signature Required on page 2

For value received, the undersigned (who if two or more in number, shall be jointly and severally liable hereunder) and the Applicant (Management Company) hereby certify the truthfulness of the above information and guarantee the payment of all debts owed to Fox Appliance for the above-listed apartment or condominium complex. This is a continuing guarantee and is independent of the undersigned and/or applicant's contractual relationship with the owner of the above-listed apartment or condominium complex. If credit is extended to a Management Company in which we, or either of us, or I am an officer, or in which an interest exists, or in which we or I receive any benefit from, I and/or we personally guarantee the payment of all indebtedness to Fox Appliance for credit extended to the Management Company. I and/or we also covenant to notify Fox Appliance in writing if the above Management Company is sold, dissolved, or reincorporated under a different name or undergoes any change in the way it transacts business and until Fox Appliance acknowledges receipt of acceptance of such notification, I and/or we personally guarantee the credit extended by Fox Appliance to the successor management company, owner, assignees, etc. regardless of any involvement by me and/or us in the successor Management Company. The undersigned further agree(s) to pay all expenses paid or incurred by Fox Appliance in attempting to collect the indebtedness, including attorney's fees of fifteen percent (15%) of the indebtedness if collected by law or through an attorney at law.

The undersigned hereby waive(s) all notice of acceptance of the guarantee herein, notice of extension of any credit, presentment, and demand for payment on applicant, or others, protest and notice of dishonor or default. Fox Appliance may, without notice to or consent of the undersigned and without releasing the undersigned, or any of them, surrender, compromise, substitute or exchange any part or all of any security held by Fox Appliance, grant any releases, compromises, or indulgences with respect to the indebtedness, or any party with or without joining the others or first suing or proceeding against applicant or any others. This guarantee is a continuing guarantee and any revocation must be in writing and delivered to Fox Appliance at its above store to its Store or Credit Manager and shall be effective only for the person signing the same and for indebtedness incurred after its receipt and only if such revocation is accepted by Fox Appliance in writing.

In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other agreement between Fox Appliance and applicant or guarantors and this Agreement shall be construed, in all respects, as if such an invalid or unenforceable provision or provisions were omitted. Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this credit agreement may be brought by Fox Appliance against the undersigned in the courts of Bibb County, Georgia. The undersigned hereby waives any objection to jurisdiction or venue in any proceeding before said courts. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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**NOTICE: IT IS IMPORTANT THAT YOU READ THOROUGHLY BEFORE SIGNING.**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Personal Guarantor  
Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT (MANAGEMENT COMPANY)

\_\_\_\_\_  
Personal Guarantor  
Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Primary email \_\_\_\_\_

Secondary email \_\_\_\_\_