

L.A. Hazard & Sons, Inc. · 1695 Overhead Rd. · Derby, N.Y. 14047

CONFIDENTIAL – NEW ACCOUNT APPLICATION (Please Print)

Company Name - (Referred to as Dealer) _____

Street Address _____

City _____ **State** _____ **Zip** _____

Area Code _____ **Phone Number** _____

This Is A: Check Date Established
 One Month Year
 Proprietorship _____ / _____ Number Years Under Present Control _____
 Partnership _____ / _____ Number Years In Present Location _____
 Corporation _____ / _____

Principals / Owners

Name	Title	Home Address	City	Home Phone #

References:

Bank _____ Account No. _____

Address _____ Account Carried In Name Of _____

City _____

Trade Suppliers: Please furnish suppliers in a related field to L.A Hazard & Sons

	Name	Street Address	City	State	Zip	Phone #
1.						
2.						
3.						
4.						
5.						
6.						

Sales Tax Will Be Charged Unless You Submit a Completed Exemption Form Estimated Monthly Requirements Are _____

THE PARTIES HERETO AGREE AS FOLLOWS:

Any and all sales of material which may be made between the parties shall be on the seller's regular and usual terms as then in effect, unless hereinafter otherwise stated, subject to the right of the seller to change such terms from time to time. Discounts shall be those similarly in general effect by the seller, except that no discount will be allowed if there are any past due items remaining unpaid. Service charges will be paid by the Dealer at the rate of 1 ½ % per month on all items which are past due. If referred to an attorney for collection, I shall pay in addition to the amount then remaining together with interest a further amount of 25% added for collection plus attorney fees. The undersigned further agrees to send immediately an official written notice of any change in the above business structure, principals or officers, so that a new credit determination may be made.

WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR APPLICABLE PRODUCT WARRANTIES PUBLISHED AND SO DESIGNATED BY SELLER. BUYER shall notify SELLER immediately of any defective product or products not meeting specifications. SELLER will be given a reasonable opportunity to inspect the goods prior to return. No product may be returned by BUYER until after receipt by BUYER of written shipping instructions. BUYER'S REMEDY AND SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT AT ORIGINAL POINT OF DELIVERY, REPAIR OF, OR REFUNDING OF THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCT OR PRODUCTS NOT MEETING SPECIFICATIONS. AT SELLER'S OPTION SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES FOR BREACH OF WARRANTY OR FOR NEGLIGENCE. ANY COURSE OF DEALING BETWEEN THE PARTIES TO THE CONTRARY NOTWITHSTANDING, ANY CLAIM FOR BREACH OF WARRANTY OR NEGLIGENCE. FAILURE OR DELAY IN DELIVERY OR OTHERWISE SHALL BE DEEMED WAIVED BY BUYER UNLESS PRESENTED IN WRITING TO SELLER WITHIN SIXTY (60) DAYS FROM DATE OF DELIVERY UNLESS MODIFIED BY THE GENERAL PRICE DATA TERMS FOR THE APPLICABLE PRODUCT.

Date _____ **Signed By** _____

Salespersons Remarks _____

Credit Limit Recommendation \$ _____ Salespersons Signature _____

Date _____

NOTE: All Officers and or Partners and or Husband and Wife Must Sign This Guaranty Form.

Gentlemen:

To induce **L.A. Hazard & Sons, Inc.** to extend or continue to extend credit on account from time to time to the Dealer as listed on the front which I/we request of you. I/we hereby guarantee, both jointly and separately, the payment to **L.A. Hazard & Sons, Inc.** upon default, all present and future balances of the account due from the Dealer to **L.A. Hazard & Sons, Inc.** and all the notes, checks or other securities given by the Dealer for or on account of such balances.

The word "Guarantor" shall refer to and mean the undersigned, and if more than one, they shall be liable jointly and severally.

The word "Dealer" and "Debtor" shall refer to and mean the same as company name on page 1 of this Credit Application.

The word "Creditor" shall refer to and mean **L.A. Hazard & Sons, Inc.**

The word "debt" shall refer to and mean all sums of money which may now, or at any time hereafter be owed by the Debtor to the Creditor, including and assigned claims, whether or not due: together with any and all interest charges, service charges, fees, costs and expenses, including collection fees and attorneys fees which may now or at any time hereafter be similarly owed in connection therewith, by reason of any transaction, whether or not due: and also all liabilities, demands and losses incurred, paid or suffered by the Creditor, arising out of or by reason of any transaction.

To induce the Creditor to enter into and engage in such transactions with the Debtor as the Creditor, in its sole discretion, may now or from this time hereafter deem advisable, and in consideration of the Creditors doing so, and of any prior transactions between the Creditor and the Debtor, the guarantor does hereby guarantee to the Creditor, the full, prompt, and unconditional payment, upon the due date, whether by reason of maturity thereof or by acceleration of each and every debt of the Debtor, and the full, prompt and unconditional performance of every term and condition of any transaction to be kept and performed by the Debtor, as such debts and transactions are hereinabove defined.

This Guaranty shall be construed as an absolute, continuing, unconditional, and unlimited Guaranty. The term of this Guaranty shall commence on the date hereof, and shall continue until the Creditor shall receive not less than 10 days written notice from the Guarantor by Registered or Certified mail terminating this Guaranty as to future transactions with the Debtor. The Guarantor's obligations hereunder shall nevertheless continue in full force and effect with respect to all transactions entered into and all debts owed or accrued or incurred prior to the effective date of such Notice of Termination.

The Guarantor waives notice of the acceptance of this Guaranty by the Creditors: Notice of Presentment, Demand for Payment, Non Payment, and Protest of any obligation of the Debtor, or of any obligation of any other party which the Creditor may hold as collateral security for the Debtor's debts or transactions: Notice of any default by the Debtor: and Notice of any payment to the Creditor of any debt of the Debtor. The Guarantor waives all defenses, offsets or counterclaims which the Guarantor or the Debtor may have at any time to any debt or transaction between the Creditor and the Debtor. Each of the parties hereto waives trial by jury and the right to trial by jury in all actions or proceedings between them in any court, whether arising out of, under, or by reason of this agreement, or its validity or interpretation, or any other matter, cause or thing whatsoever. All Actions under this agreement shall be commenced in a court located within Erie County, New York, or at any other venue at the sole discretion of Creditor. Guarantor waives the right to object to the designation of venue by Creditor.

The Guarantor agrees that if the Creditor places the indebtedness of the Guarantor for collection, or for legal action by virtue of this Guaranty the Guarantor agrees to pay 25% of the amount thereof as collection and attorneys fees, in addition thereto.

EXECUTED THIS _____ **day of** _____ **20** _____

X _____

Corporate Officer, Business Partner, Husband

Social Security # _____ **D/O/B** _____

X _____

Corporate Officer, Business Partner, Wife

Social Security # _____ **D/O/B** _____

Witnesses:

Address _____

City _____ State _____