



MID - 9166

# Commercial Credit Application



Return the completed and signed application to your Dealer, OR send via:  
Fax: 877-321-6699, Email: help@bluetarp.com, or Mail: BlueTarp Financial, PO Box 17825, Portland, ME 04112

HVAC Sales & Supply \* 2015 Thomas Rd., Memphis, TN 38134 \* Phone: (901)373-2395 \* Fax: (901)794-9659 \* www.gohvacsales.com

## Company Information

Company's Legal Name		Doing business as (DBA), if different from Legal Name	
Physical Address (Street Required)	City	State	Zip
Telephone	Fax	Company Website	
Billing Contact (First, MI, Last)	Email Address	Cell/Mobile	
Billing Address (if different from above)	City	State	Zip
Fed Employer ID Number (Tax ID)	Business Start Date	Annual Sales	# of Employees
Type of Entity:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> LLC/Limited Liability Partnership
(Choose one)	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other: _____
			If Incorporated, State: _____
			If Incorporated, Date: _____

## Purchasing Information

<b>REQUESTED CREDIT LIMIT</b> \$	Monthly Spend at this Dealer \$ _____	Depending on your credit limit needs, we may require a current financial statement including balance sheet, P&L and statement of cash flow.
	# of Purchasers _____	Name #1 _____ Name #2 _____

**PURCHASER TRANSACTION LIMITS WILL DEFAULT TO THE APPROVED CREDIT LIMIT, TO CUSTOMIZE VISIT WWW.BLUETARP.COM**  Additional names are attached

## Principals/Ownership (includes Officers, Partners, Directors, or Proprietor)

Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip
Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip
Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip

## Parent Company (if applicable)

Company's Legal Name	Address	City	State
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## Public Filings

Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws?  Yes  No  
If yes, please explain: \_\_\_\_\_

## Bank References (include deposit accounts and loans/lines of credit, if applicable)

Bank Name	Contact Person	Telephone	Fax
Address	City	State	Account #s
Bank Name	Contact Person	Telephone	Fax
Address	City	State	Account #s

## Trade References

Vendor's Name	Contact Person	Telephone	Fax
Email Address	City	State	Account #s
Vendor's Name	Contact Person	Telephone	Fax
Email Address	City	State	Account #s
Vendor's Name	Contact Person	Telephone	Fax
Email Address	City	State	Account #s

<b>DEALER USE ONLY</b>	STD	EXT	RW	NRW	First Order Amount: \$ _____
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**BLUETARP FINANCIAL ACCOUNT AGREEMENT**

The BlueTarp Account is issued by, and credit is extended by, BlueTarp Financial, Inc., One Monument Square, Suite 800, Portland, ME, 04101. Any references in this Agreement to "BlueTarp Financial" refer to BlueTarp Financial, Inc. or any third party designated by BlueTarp Financial, Inc. to act as issuer and/or servicer of the Account. BlueTarp is a trademark of BlueTarp Financial, Inc. In this Agreement, "we" and "us" refer to BlueTarp Financial. "You", "your", and "Applicant" refer to the business applicant identified in the commercial credit application. BlueTarp Financial is solely in the business of lending money to you to finance purchases you make from participating program merchants. BlueTarp Financial neither sells nor warrants goods or services obtained through such purchases.

If your application is approved, a commercial charge account ("Account") will be opened in the name of the Applicant. Your Account will be established for business, commercial or organizational purposes on behalf of your business. You agree that you will not use your Account (or allow your Account to be used) for personal, family or household purposes. You promise to pay all amounts owed under this Agreement, including any finance and late charges and any other charges that may be applicable from time to time. You agree to pay for all transactions made on your Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. Your obligations under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law.

A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at any time, without advance notice to you. All unpaid purchases, whether billed or unbilled, will be considered in determining your available credit. We may at any time, without advance notice to you, limit or terminate the use of your Account or terminate or suspend your right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of your Account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the outstanding balance of the Account according to the terms of this Agreement, and all of our rights will continue in full force and effect until all of your obligations are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

If your Account is established as a statement billed account, we will send you periodic billing statements reflecting all purchases and fees charged to the Account during the applicable billing period. Your statement billing cycle is closed on the 25th of each month. Statements are mailed and posted to your secure web account. Payment of the entire balance is due in full by the date indicated on your statement. If your Account is established as an invoice billed account, we will send you an invoice for each transaction. Payment of the transaction balance reflected in the invoice is due in full by the date indicated on your invoice. Your initial billing address is the address you specified in your application unless you notify us of a change in this information. Outstanding balances unpaid after the applicable due date will be considered delinquent and in each billing period in which there is a delinquent balance, your Account will be assessed (i) a 1.5% finance charge subject to a minimum finance charge of \$10.00 OR (ii) a 1.5% finance charge and a \$29.00 late fee (or, in each case, if less, the maximum finance charge and late fee permitted under the law).

You may make payments in U.S. dollars by check or you may sign up to make payments by Electronic Funds Transfer ("EFT") from your designated bank account. EFT payments received before 4:00 p.m. ET will be credited to your Account the same day. EFT payments received after 4:00 p.m. ET will be credited to your Account the next day. Check payments will be credited to your Account promptly after receipt; however, crediting may be delayed if payment is not received in a proper form (including if payment is not accompanied by

the remittance portion of your Account Statement). If your bank should fail to honor payment to us, you agree to pay our insufficient funds/returned item fee of \$35.00 (or such lesser amount as is required by law). In addition, if your payment is dishonored, we may require immediate and full payment of all outstanding amounts.

To the extent permitted by applicable law, if we accept any late payment or partial payment (whether or not marked as payment in full), that acceptance will not: affect the due date of any other payment due under this Agreement, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing to BlueTarp Financial, P.O. Box 17825, Portland, ME 04112 and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owing under this Agreement.

Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due under this Agreement; (b) violate any other term of this Agreement or provide any information that is incorrect, incomplete or misleading in connection with this Agreement; (c) change your business form or there is a change in control of your business; (d) dissolve or cease to do business; or (e) become the subject of bankruptcy or insolvency proceedings. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein, including, without limitation, requiring immediate and full payment of all outstanding amounts.

In the event that you breach or default under the terms of this Agreement, you will be liable to us for all costs and expenses we incur in enforcing our rights hereunder, including late charges and fees and reasonable attorney fees or other costs of collection. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW). Any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Maine. In the event of a default under this Agreement, we may institute suit against you either in the State or Federal Courts within the State of Maine or in the jurisdiction in which you are geographically located or conduct business. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claim arising out of or relating to this Agreement. For residents of the state of South Dakota, if you believe there are any improprieties in the making of this loan or in BlueTarp Financial's loan practices they may be referred to the South Dakota Division of Banking, 1601 N Harrison Avenue, Suite 1, Pierre, SD 57501 or you may call them at 605- 773-3421.

This Agreement, together with any application you submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. We may amend this Agreement, including to impose additional or different fees or to change the terms of your Account, by giving you 15 days advance notice thereof; provided, however, we may suspend or terminate your Account or change your credit limit without any notice to you (as described in more detail above). This Agreement may not otherwise be amended. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you.

**PERSONAL GUARANTY(IES)**

In consideration of our financing purchases under any Account established pursuant to this application, the undersigned guarantor(s) (each, a "Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under the Agreement upon demand without requiring us to proceed first against the Applicant or any other person or entity liable on the Account. Guarantor expressly agrees that we may change the terms of the Agreement, including raising rates, fees or credit limits, adding locations where the Account may be used, or if we assign the Agreement. Guarantor waives any notices regarding the Agreement or this guaranty and also waives all suretyship defenses.

Guarantor authorizes BlueTarp Financial to (a) utilize his/her personal credit by obtaining a personal credit report and/or making direct inquiries of businesses where Guarantor's accounts are maintained in considering this application and subsequently in connection with any Account; (b) periodically review and share information about the experiences or transactions with Guarantor with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a personal credit report of Guarantor, to report the reason for denial.

Name	DOB	Name	DOB
SSN:		SSN:	
Signature (as an individual):		Signature (as an individual):	

**REQUIRED AUTHORIZATION**

Applicant represents that the information in this application is complete and accurate. In the event that BlueTarp Financial approves the requested credit, Applicant agrees to be bound by the Agreement provided to Applicant with this application. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants and any other lawful sources in considering this application and subsequently in connection with any Account. We may also periodically review and share information about the experiences or transactions with Applicant with credit bureaus or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) Applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; and (iii) the Undersigned is authorized to execute this application on Applicant's behalf.

Name:	Title:
Signature:	Date:

