

MAIL THIS APPLICATION TO:

# APPLICATION FOR COMMERCIAL CREDIT

## DJ LEASING LLC, dba STERNBERG ADVANTAGE LEASING

Applicant: Business or Corporate Name			Application Date		
Business Street Address			Billing Address		
City	State	Zip Code	City	State	Zip Code
Business Telephone No.		Business Fax No.		Year Business Was Established	
Business Email Address			DOT No.		
Applicant is Engaged in the Business of			Amount of Monthly Credit Desired		
Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No				*If Yes, Please Attach a Copy of Valid Exemption Certificate	
				Federal Tax ID #	
Type of Business <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC					
Business Building is <input type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased			Monthly Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Invoice Delivery Options: <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail

**PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT**

### BANK OR SAVINGS AND LOAN ASSOCIATION:

Name	Branch Address	Account No.	Phone No.
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### SUPPLIER REFERENCES:

Name	Address	Phone No.	Account No.	Fax No.

Have You Done Business with Sternberg Locations?  Yes  No If Yes, Please List:

Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors Within the Past Six Years?  Yes  No

Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt?  Yes  No

Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other?  Yes  No

Are There Any Past Due Taxes Owed by Applicant?  Yes  No

**GENERAL TERMS:** This Credit Application ("Application") is between DJ Leasing LLC ("DJ Leasing") extending credit and the Applicant named on page one hereof ("Applicant"). Applicant acknowledges that Applicant is furnishing the information requested herein, including Applicant's financial statement, for the purpose of procuring credit from time to time with DJ Leasing. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of the Applicant's financial condition. Applicant authorizes DJ Leasing to obtain credit and financial information concerning Applicant at any time and from any source. In addition, Applicant authorizes DJ Leasing to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history.

**ENTIRE AGREEMENT:** This Application, along with the terms and conditions set forth on DJ Leasing's quotations, invoices and delivery tickets (incorporated herein by this reference), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to Hajoca by Applicant. Applicant hereby agrees to be bound by such terms and conditions. Applicant hereby agrees that the terms and conditions of any purchase order, other than the identity of and quantity of the material being purchased, are null and void and of no legal effect.

**TERMS OF PAYMENT:** In consideration of DJ Leasing extending credit to Applicant, Applicant agrees to pay for all material delivered to or at Applicant's request on or before the 25th day of the month following the month in which the material was delivered unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the DJ Leasing invoice. Unless accompanied by specific remittance instructions, Applicant agrees that DJ Leasing is authorized to apply all unspecified payments at DJ Leasing discretion. Applicant acknowledges and agrees that it will be charged one percent (1%) per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid by the 25th day of the month following the month in which the material was delivered. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Applicant agrees to promptly pay said service charge and interest. Waiver of any service charge and/or

interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and DJ Leasing are parties to a written contract. Applicant agrees to pay a reasonable fee, not to exceed the maximum allowed by state law, for any checks which are returned for non-sufficient funds or are dishonored for any reason.

**DISPUTE RESOLUTION:** Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at DJ Leasing's option and at a venue selected by DJ Leasing. In the event DJ Leasing elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by DJ Leasing. In addition to paying all sums due hereunder, Applicant agrees to reimburse DJ Leasing for all costs of collection including, without limitation, attorney's fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

**TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the material supplied by DJ Leasing, shall be held in trust for the benefit of DJ Leasing. Applicant agrees to promptly pay to DJ Leasing all such funds. Upon request, Applicant shall irrevocably assign to DJ Leasing its accounts receivable from anyone to the extent that such receivable results from material supplied by DJ Leasing.

**CREDIT LIMIT:** Upon approval of this Application, Applicant may receive a credit limit which may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that DJ Leasing shall have no liability arising out of a credit limit being exceeded.

**ASSIGNMENT:** Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by DJ Leasing under the terms of this Application.

**CERTIFICATION:** The person(s) executing this Application hereby represents that he/she has authority to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms.

**ECOA NOTICE:** THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

\* FCRA Notice

A O C A S U S O A C O S U

**OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP)  
OFFICERS (IF A CORPORATION) MEMBERS (IF LLC)**

Social Security No.	Name	Home Address	Home Phone No.
Social Security No.	Name	Home Address	Home Phone No.
Social Security No.	Name	Home Address	Home Phone No.

Are Principals Involved with Affiliated Companies?  Yes  No If Yes, Please List:

**By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Applicant understands the same.**

\_\_\_\_\_  
Name of Business Applicant

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Please Print Name of Authorized Individual