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# CYRUS R. FOX, INC.

600 Bushkill Drive  
 Easton, PA 18042  
 (610) 438 8780  
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## CREDIT APPLICATION

### FOR BUSINESS ACCOUNT:

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tax I.D. # \_\_\_\_\_ Year Established \_\_\_\_\_  
 Tel# \_\_\_\_\_ Fax# \_\_\_\_\_  
 Cell# \_\_\_\_\_ E-mail \_\_\_\_\_  
 Pager# \_\_\_\_\_ No. of Projects/Homes Per Year \_\_\_\_\_  
 Desired Line of Credit \_\_\_\_\_ D.O.B. \_\_\_\_\_

#### Business Type (circle):

General Contractor	Sub Contractor	Mason Contractor	Plumbing Contractor
Commercial Contractor	Building/Developer	New Home Builder	Electrical Contractor
Contractor	Remodeler	Other: _____	

Bank Name \_\_\_\_\_ Branch Mailing Address \_\_\_\_\_  
 Checking Acct #'s \_\_\_\_\_ Savings Acct # \_\_\_\_\_

#### Principals of the Business:

Name \_\_\_\_\_ Owner/Partner/Officer \_\_\_\_\_  
 Social Security # \_\_\_\_\_ Residence Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ City \_\_\_\_\_  
 Driver License # \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Owner/Partner/Officer \_\_\_\_\_  
 Social Security # \_\_\_\_\_ Residence Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ City \_\_\_\_\_  
 Driver License # \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### FOR PERSONAL ACCOUNT:

Name of Individual: \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Social Security # \_\_\_\_\_ DL# \_\_\_\_\_ Desired Credit \_\_\_\_\_  
 Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 Cell Phone # \_\_\_\_\_ Email \_\_\_\_\_  
 Name of Spouse \_\_\_\_\_  
 Social Security # \_\_\_\_\_ DL # \_\_\_\_\_  
 Bank Name \_\_\_\_\_ Branch Mailing Address \_\_\_\_\_  
 \_\_\_\_\_ Branch \_\_\_\_\_  
 \_\_\_\_\_ Checking Acct # \_\_\_\_\_  
 Do you own \_\_\_\_\_ or rent \_\_\_\_\_ your home? Savings Acct # \_\_\_\_\_

#### Credit Verification: (for Business and Personal Accounts)

I give my permission to Cyrus R. Fox, Inc. and it's subsidiaries and affiliates which may include major credit bureaus, to verify all given information. I also understand that any false information concerning names, addresses and Corporation connections could be construed as a fraudulent statement.

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_



**LINE OF CREDIT AGREEMENT (for Business and Personal Accounts)**

In this agreement the words YOU and YOUR mean the Customer(s) who sign below. WE, US and OUR mean CYRUS R. FOX, INC. AND IT'S SUBSIDIARIES AND AFFILIATES.

**AGREEMENT.** This is the Agreement that covers your purchases from us and your line of credit for those purchases. When we agree to allow you to purchase goods under this line of credit, we are relying upon the information you have given us in your Application. You guarantee that this information is true and correct and that any future information you give us will also be true and correct. We may upon request require updated information. You agree to provide us this information upon our request. The establishment of a line of credit is only a guideline and you agree to pay for any and all purchases within or in excess of your established line of credit. CYRUS R. FOX INC. AND IT'S SUBSIDIARIES AND AFFILIATES can in no way be held liable for allowing purchases to exceed the established or requested credit limit.

You understand that a signed delivery slip is required for each shipment from Cyrus R. Fox Inc. and that such signed delivery slip shall serve as a contract between Cyrus R. Fox Inc. and yourself. If at the time of delivery, neither you or your duly authorized representative is available to sign the delivery slip, then as a convenience to you, you hereby authorize and direct Cyrus R. Fox Inc. to sign the delivery slip on your behalf and you agree to pay for goods so shipped upon receipt of Cyrus R. Fox Inc.'s Invoice.

**CANCELLATION AND AMENDMENT.** We have the right to cancel this Agreement at any time or to amend its terms, by notifying you in writing. Your obligation however, to repay amounts you already owe under this agreement, will continue until paid in full.

**PROMISE TO PAY.** You promise to pay us or anyone we designate all amounts plus interest (if any) for all purchases made under this line of credit plus collection costs, whether or not a lawsuit is filed, and any other amounts you owe us.

**BILLING, STATEMENTS AND INTEREST.** Each month we will mail you a Statement. This Statement will show all of your purchases made under this line of credit, all payments by you, and any interest charged by us to this line of credit. Full payments of the entire balance of your line of credit must be made within thirty (30) days from the date of the Statement. If you do not pay the entire balance within thirty (30) days of the date of the Statement we will add interest to the past due amount of your purchase at the rate of 1.5% per month (18%) per year effective as of the date of the statement.

**ENTIRE BALANCES DUE.** If you miss a payment under this or any other obligation you owe us or if you violate any of the terms of this Agreement we can declare the entire balance of this line of credit due and payable immediately with or without notice or demand to you. We can also do this if something happens that we feel will seriously affect your ability to repay what you owe us.

**Collection.** If we are forced to start collection proceedings to recover amounts you owe under this line of credit, you agree to pay all costs and expenses, including collection agency and/or reasonable attorneys' fees of 33% of the amount you owe us. In the event a check is returned for any reason, you agree to pay a fee of \$30.00.

**CREDIT INVESTIGATION.** I authorize your credit investigation agency to receive information from the above listed references, regarding my business background reputation and personal character. I also authorize that an agent of Cyrus R. Fox Inc. may obtain personal credit information on the principals, owners of the business, or individual seeking credit under this application. It is understood that this information will be held in strict confidence and used only for credit purposes by the credit department.

**LAW THAT APPLIES.** Law of the State of New Jersey shall govern this agreement.

**DELEGATION OF AUTHORITY.** You authorize us to sell goods to your designated agents and principals and agree that their purchase shall be your obligation under this Agreement.

Date \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Customer Printed Name

\_\_\_\_\_ By: \_\_\_\_\_  
company or ind. Name Signature of Customer Printed Name

**PERSONAL GUARANTEE**

In consideration of Cyrus R. Fox Inc. extending credit to Customer, we individually, jointly and severally do hereby personally and unconditionally guarantee to Cyrus R. Fox Inc. the payment of indebtedness of the Customer, including any and all costs of collection, including collection agency fees and reasonable attorney's fees of 33% of the unpaid balance. The undersigned waives notice of acceptance of this guarantee by Cyrus R. Fox Inc. and notice of default or of non-payment on any of the liabilities. The use of any titles shall in no way be deemed to limit the personal guaranty. Any change in ownership interest or relationship of Guarantor to Customer shall not relieve Guarantor of obligations under this personal guarantee. This Guarantee shall be a continuing guarantee and shall remain in effect subject to discontinuance as to any of the undersigned only upon actual receipt by Cyrus R. Fox Inc. of 30 days written notice from undersigned, provided no such notice of discontinuance shall impair or effect any of the agreements of obligations incurred with respect to any and all liabilities existing prior to the time of such actual receipt by Cyrus R. Fox Inc. of such discontinuance notice. Guarantor agrees by signing this Guaranty Agreement to authorize Cyrus R. Fox Inc. and its agents to investigate his business and personal credit history.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Guarantor Printed Name

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Guarantor Printed Name



**\*FOR BUSINESS AND PERSONAL ACCOUNTS:**

TRADE REFERENCES WHERE CREDIT NOW EXTENDED (include all building material suppliers):

1) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Nature of Services or Materials Provided \_\_\_\_\_ Account # \_\_\_\_\_

2) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Nature of Services or Materials Provided \_\_\_\_\_ Account # \_\_\_\_\_

3) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Nature of Services or Materials Provided \_\_\_\_\_ Account # \_\_\_\_\_

**\*FOR PERSONAL ACCOUNT:**

PERSONAL REFERENCES:

1) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Relationship \_\_\_\_\_ No. years acquainted \_\_\_\_\_

2) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Relationship \_\_\_\_\_ No. years acquainted \_\_\_\_\_

EMPLOYMENT INFORMATION:

Name of Employer \_\_\_\_\_ Contact \_\_\_\_\_  
Complete mailing address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Date of employment \_\_\_\_\_

**\*IS THIS APPLICATION FOR A SPECIFIC PROJECT?:**

Yes or No \_\_\_\_\_ If yes, what type of project? \_\_\_\_\_  
Approximate dollar amount to be purchased \$ \_\_\_\_\_ Lot # \_\_\_\_\_ Block # \_\_\_\_\_  
Complete Address of Project \_\_\_\_\_

**If project is bank financed, please provide proof of financing (e.g. copy of Construction Loan, Commitment Letter, Etc.)**

\* Please note: Fax copies of this application are acceptable to begin processing, but an original signed document must be mailed to our office. Please complete all requested information to avoid delays in processing your application.