

SIGNASPORTS

FLOORING SYSTEMS

A Division of ICP Construction, Inc.

CREDIT APPLICATION

EMAIL COMPLETED FORM TO: sportorders@icpgroup.com

Dear Customer:

Thank you for choosing SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc. to meet your portable flooring & fencing needs. To enable us to process this application without delay, please fill out this form completely and **email to sportorders@icpgroup.com**. Problems? Call 800-837-5959. Thank you.

Business Information:

Company Name _____ Parent Co. Name _____

Buyers / Contact Name _____ Home Phone _____

Address _____ City _____ State _____ Zip _____

Business Phone # _____ Business Fax # _____

Previous Name & Address (if any) _____

of years in business: _____

of years at this location: _____

Corporation Partnership (LLC) Individual / Sole Proprietor

President / Partner's Name _____ Treasurer's Name (if applicable) _____ Secretary's Name (if applicable) _____

Have any of the above ever declared bankruptcy in any of their businesses? Yes No

If yes, give name and brief explanation: _____

Are you listed in D & B? Yes _____ No _____

D & B #

Resale Tax #

Bank Information:

Name of Bank _____ Telephone # _____

Address _____ City _____ State _____ Zip _____

Account # _____ Contact _____ Contact's # _____

Trade References: (must have complete addresses, phone & fax numbers)

(1) _____
Name Address City, State, Zip

Phone Fax

(2) _____
Name Address City, State, Zip

Phone Fax

(3) _____
Name Address City, State, Zip

Phone Fax

(4) _____
Name Address City, State, Zip

Phone Fax

By providing the above information you give permission for SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc. to perform a credit check and to contact references, bank, and other sources for information necessary to establish credit terms.

I certify that the above information is true to the best of my knowledge:

Signature of Officer

Name of Officer

Title of Officer

Date

TERMS AND CONDITIONS OF SALES

This is your agreement with SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc. (hereinafter referred to as Seller) in connection with approval for your credit application. The agreement covers payments for goods and services for our business that we may offer you from time to time.

1. Client hereby agrees to pay all amounts due for goods and services purchased from Seller, plus any finance charges and any other charges and fees according to the terms of this agreement in U.S. funds to: SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc., 150 Dascomb Rd, Andover, MA 01810.
2. As security for any amounts due Seller, Client hereby grants to Seller a security interest in all goods and services purchased from Seller, together with cash and non-cash proceeds of such goods and services, including, without limitation, chattel paper and accounts receivable.
3. This credit application will be retained by Seller whether or not credit is extended to Client. Seller reserves the right at any time to suspend credit, change the credit terms, or demand adequate security from Client when, in Seller's sole opinion, the financial condition of Client so warrants. In the event any billing is not paid when due, payment therefore, regardless of prior terms, will become immediately due owing. Acceptance by Seller of less than full payment shall not be construed as a waiver of Seller's rights hereunder or at law. Payments received by Client may in Seller's discretion, be applied to such portion of Client's unpaid accounts as Seller deems appropriate.
4. Shipments will be made on a cash basis until a signed credit application is on file and credit is established. Unless otherwise agreed in writing, terms of credit payment are as follows: net amount of invoice to be paid within thirty (30) days following invoice date. Invoices not paid within 30 days become past due and delinquent. Accounts 60 days past due will be put on automatic C.O.D. shipment until Client's account is current. Two late payments in one year may result in the denial of future credit privileges.
5. A finance charge will be assessed on delinquent accounts at the rate of eighteen (18) per cent per annum or .049315% per day, which shall accrue from the date payment is due, until paid.
6. Client agrees to pay, in the event its account become delinquent, all of Seller's collection and attorney fees associated with collection of the account, plus all attendant costs, whether or not litigation is initiated. It is further agreed that in the event suit is instituted to enforce any Client's obligations hereunder, venue of such suit may, at Seller's choice, be in Boston, MA.
7. Client authorizes Seller to inquire into and obtain from any bank, lending institution, or credit reference, whether or not listed in this Credit Application, any and all information relating to Client's credit worthiness or financial condition.
8. Client agrees to notify Seller, in writing, thirty (30) days prior to any change of ownership of Client, or Client's business (including the above information for the buyer), and further agrees to be liable for all purchases by a buyer of the business should the said notification not be given. Seller may, regardless of the terms stated herein or on any invoices, require all outstanding account balances to be paid in full on demand upon change of ownership, and may refuse to make further sales or extend further credit pending approval of the buyer's credit, which approval shall be in Seller's sole discretion.
9. In the event that Client is a partnership, it is understood and agreed that each and every partner of said partnership and the marital communities consisting of each partner and his respective spouse, if married, are jointly and severally liable for payment to Seller of all obligation and indebtedness which Client has incurred or is under or may incur or be under to Seller.
10. The terms and conditions of this Credit Application shall be valid and binding upon Client and guarantors who have executed this Credit Application without notice to the undersigned of its acceptance, and notwithstanding the non-execution hereof by any of the within named owners, partners, officers, and/or guarantors, or by Client, and said terms (including successor partnerships and/or corporations of Client and/or of the guarantors, regardless of the changes in name and/or membership) and assignee of Client and the Guarantors.
11. All orders are subject to written acceptance by Seller. Prices, product listings, line drawings, catalogs, sizes, weights, and manufacturing details, are subject to change without notice.
12. Client agrees all sales are final. Any returned equipment, supplies, inventory, or other goods which Seller elects to accept may be subject to a restocking charge.

Legal Name of Client

Dated

Signature of Officer, Owner, or Partner

Please Print or Type Name

Thank you for your interest in SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc., and its products! It is our goal to provide you with the best quality products and service at the right price. If at any time you do not feel that we are meeting this goal, please contact us directly by phone or mail.

All information provided to Seller is held in strictest confidence and is used to help establish credit with Seller.

If you have any questions concerning this application, please contact us at sportorders@icpgroup.com or 800-837-5959. Thank you for your cooperation.

GUARANTEE

Date _____

I, _____, residing at _____
_____ (hereinafter referred to as "Client") of which I am (Title) _____,

hereby personally guarantee payment of all obligations of Client (including all interest, attorney fees, and charges) SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc., and do hereby bind myself to pay SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc. on demand any sums which may become due it by Client, whether or not demand has been made on Client. It is my understanding that this guarantee shall be continuing and irrevocable for such indebtedness of Client to SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc., as presently exists or may hereafter accrue. I do hereby waive all notices and demand of any kind, including notice of default or nonpayment or deferred payment, and consent to any modification or renewal of the above credit agreement or any release or modification for security thereafter. Additionally, the undersigned guarantor agrees to pay SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc., fees associated with the collection of the account and costs incurred in enforcing this guarantee, plus all attendant collection costs, whether litigation is initiated or not. I also agree that the venue of any action against Client may, at SIGNASPORTS FLOORING SYSTEMS, a division of ICP Construction, Inc.'s discretion, be in Boston, MA.

Signature of Guarantor

Please print/type name

Signature of Witness

Please print/type name

CREDIT DEPARTMENT USE ONLY

Credit Approved: _____ Credit Refused: _____
Maximum Amount Reason

Signature Name (print please) Date