



### Credit Application

Dealer       Service Only       Commercial Open Account

Complete Legal Name \_\_\_\_\_

Doing Business As \_\_\_\_\_

Mailing Address \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Fax # \_\_\_\_\_

Shipping Address \_\_\_\_\_

Type of Business \_\_\_\_\_ Annual Sales Volume \_\_\_\_\_

Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Year Established \_\_\_\_\_

If incorporated, under laws of what state? \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

#### Business Facility Information

If owner, value of land and building \_\_\_\_\_ Balance of all encumbrances \_\_\_\_\_

If renting, please provide name and phone # of landlord \_\_\_\_\_

Principals (please give home address, phone number and social security number)

**1.** \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Social Security Number)      (Phone)

**2.** \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Social Security Number)      (Phone)

**\*Signature - Authorization the release of information regarding my Banking and Credit activities to the NEFD, Inc. Credit Dept.**

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Credit Requested \$ \_\_\_\_\_ Purchases will be taxable \_\_\_\_\_ non-taxable \_\_\_\_\_ Tax # \_\_\_\_\_

Do you pledge or borrow on Accounts Receivable? \_\_\_\_\_ From Whom? \_\_\_\_\_

Principal Bank \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_ Acct # \_\_\_\_\_ Type \_\_\_\_\_

\_\_\_\_\_ Acct # \_\_\_\_\_ Type \_\_\_\_\_

#### Authorization:

I hereby authorize the release of information regarding my BANKING and CREDIT activities to the NEW ENGLAND FITNESS CREDIT DEPT.

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Print Name      Signature      Date

List Four Active Credit References - Give Complete Address

**1**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**2**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**3**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**4**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

In consideration of extension of credit, applicant certifies the above information to be correct and grants NEFD, Inc., permission to verify any or all of the above. In addition, applicant agrees to pay interest at the rate of 1.5% per month (18% per year) where permissible on balances not paid within thirty (30) days of date due.

Applicant understands that payment of all amounts is due no later than thirty (30) days following invoice date. Should suit or action be instituted in collection of applicants debt by NEFD, Inc., applicant hereby agrees to pay its costs of suit, including, but not limited to, reasonable attorney's fees or costs of special counsel together with costs and disbursements incurred. Applicant hereby agrees that venue of any such action may lie in Hartford County, Connecticut. Applicant acknowledges receipt of a copy of this application and agrees that all terms of this application shall be binding upon applicant as long as NEFD, Inc. extends credit to Applicant, or until all monies due are paid.

If any dispute arises under this agreement the Parties shall negotiate in good faith to settle such dispute. If the Parties cannot resolve such dispute themselves, then either Party may submit the dispute to mediation by a mediator approved by both Parties. The Parties both shall cooperate with the mediator. If the parties cannot agree to any mediator within (1) month of any notification or, if either Party fails to abide by any decision of the mediator, then both Parties shall submit the dispute to arbitration by any mutually acceptable arbitrator. If no arbitrator is mutually acceptable, then the Parties shall submit the matter to arbitration under the rules of the American Arbitration Association (AAA). Under any arbitration, both parties shall be bound by the decision of the arbitration proceeding. Division of the costs of arbitration shall be at the discretion of the arbitrator. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction.

IN THE EVENT THAT CREDIT IS EXTENDED, APPLICANT ACKNOWLEDGES THAT THIS CREDIT APPLICATION IS ALSO A BINDING CONTRACT BETWEEN THE PARTIES, FULLY EFFECTIVE FOR ALL TRANSACTIONS BETWEEN THE PARTIES AND HEREBY AGREES TO PAY ACCORDING TO INVOICE TERMS.

Signature of Applicant (If applicant is a corporation, authorized corporate officer must sign)

\_\_\_\_\_ Dated \_\_\_\_\_  
 Owner/Authorized Officer signature  
 \_\_\_\_\_ Dated \_\_\_\_\_  
 Type or Print Name and Title

**Individual Guarantee**

The undersigned, for and in consideration of the extension of credit to \_\_\_\_\_ (herein referred to as "applicant") by NEFD, Inc., hereby personally guarantees to NEFD, Inc., the full payment of the balance of the above referenced account together with any and all interest or late charges, cost of collection, including, but not limited to, reasonable attorney's fees or special counsel's fees incurred in collection, together with costs and disbursements and any additional cost, including enforcement of the guarantee.

It is specifically contemplated that this guarantee shall be a continuing guarantee and each signator hereto shall be personally and individually bound for any and all credit extended to applicant.

Each signator hereto specifically warrants to NEFD, Inc., that he or she has been individually and personally benefited by the extension of credit to applicant by NEFD, Inc., and signs this as a guarantor and not a surety.

Termination of each Signator's obligation hereunder must be mailed to NEFD, Inc., by certified or registered mail and shall become effective upon receipt, and shall apply prospectively only, from date of receipt.

This guarantee is given by each signator hereto expressly for the purpose of obtaining the extension of credit for applicant and each signator hereto acknowledges that NEFD, Inc., has relied on such guarantee in the extension of credit to the applicant.

Date this \_\_\_\_\_ day of \_\_\_\_\_

(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_