



Kingman Group  
 14010 Live Oak Avenue  
 Baldwin Park, CA 91706, USA  
 Tel: 626.430.2300 Fax: 626.851.8530

# BUSINESS CREDIT APPLICATION

( For COD Company Check and/or Net Term Only )

**PLEASE PRINT LEGIBLE.** Failure to complete application may delay process and/or decline of wholesale account.

## PART I

### COMPANY INFORMATION

Full Legal Name/Business Entity: \_\_\_\_\_

Doing Business as (DBA) \_\_\_\_\_ Date Business Established: \_\_\_\_/\_\_\_\_/\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Company Type: ( ) Proprietorship ( ) Partnership ( ) Corporation ( ) LLC Type of Business \_\_\_\_\_

Federal ID# (If Incorporated): \_\_\_\_\_ Resale's Tax ID#: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Average On-Hand Inventory: \$ \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_ Current Gross Sales: \$ \_\_\_\_\_

I agree to receive faxes from Kingman Group (state yes or no) \_\_\_\_\_

## TERMS OF SALE AGREEMENT

"Applicant" as used herein shall refer to the Business and/or individual(s) set forth on the attached Application and signing the within Terms of Sale Agreement ("Agreement").

1. All merchandise sold to Applicant shall remain the property of Kingman Group (KINGMAN) until paid for in full.
2. All checks returned to KINGMAN or any reason shall be subject to a \$25.00 returned check fee.
3. Any Applicant that has a check returned to KINGMAN for insufficient funds more than two (2) times shall be placed permanently on a CASH basis.
4. Payment to OPEN ACCOUNTS is due no later than 30 days after the invoice date.
5. Any Applicant on an OPEN ACCOUNTS, which is habitually late in making payments, will be placed on COD.
6. KINGMAN has the right to recover merchandise sold to Applicant after acquired merchandise acquired by Applicant, if a check is returned for insufficient funds, a "stop payment" is issued on a check and/or upon the failure to submit payment on a delinquent account.
7. Applicant agrees to pay all invoices according to the terms of each invoice. Applicant further acknowledges and consents to the addition of a 1.5% interest/service charge per month on all delinquent, unpaid balances. Under no circumstances, however shall the interest/service charge exceed lawful rates.
8. If any present guarantor dies, Applicant shall immediately pay off all outstanding indebtedness or may, at the election of KINGMAN, substitute an acceptable guarantor.
9. In the event KINGMAN reasonably anticipates a repudiation or imminent breach of this Agreement, KINGMAN shall be entitled to and Applicant shall provide reasonable assurances that payments will or can be made. In the event Applicant fails or refuses to provide reasonable assurances, KINGMAN may suspend its performance under this Agreement or other sales Agreement and shall be immediately entitled to any and all outstanding monies or the right to recover merchandise as set forth herein, upon written demand.
10. In the event Applicant fails or refuses to make payment in accordance with invoicing /shipping terms and/or otherwise violates any of the provisions of the Agreement, KINGMAN shall be entitled to recover the reasonable expenses incurred for the cost of collection, including but not limited to attorney's fees, cost of suit, filing fees and mailing expense, which shall be added to the unpaid balance of the Applicant's account.
11. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Applicant shall not have the right to assign this Agreement to any person on entity without the express written consent of KINGMAN.
12. No wavier by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed or construed as a further or continuing waiver of any other condition or of the breach of any other term, covenant, representation or warranty set forth in this Agreement.
13. The parties agree that this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the state of California. Further the parties irrevocably consent the jurisdiction of the Courts of California (Federal and /or State) and to the service of the process by certified mail, return receipt requested, to the parties' respective addresses. The parties waive trial by jury.
14. If any provisions of this Agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall be deemed valid, binding and subsisting.

I (we) have read and consent to the terms and conditions stated herein. Intending to be legally bound, I (we) affix my (our) signature(s) below.

SIGNATURE: \_\_\_\_\_ APPLICANT: \_\_\_\_\_  
Authorized Representative Printed Name

TITLE: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE: \_\_\_\_\_ APPLICANT: \_\_\_\_\_  
Authorized Representative Print Name

TITLE: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PART II**

**PERSONAL GUARANTY**

As a direct inducement to Kingman Group to extend credit to the Applicant, each of the undersigned hereby confirms the accuracy of the information set forth herein, represents to Kingman that he/she is a shareholder/owner/partner of Applicant, and unconditionally and irrevocably guaranties, jointly and severally, the payment of any and all amounts now or at any time hereafter owed by Applicant to Kingman, including without limitation all costs and expenses incurred by Kingman in endeavoring to collect such indebtedness and enforcing this Personal Guaranty.

Each of the undersigned agrees that this Personal Guaranty shall be directly enforceable against him/her without first resorting to Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing guarantee.

Each of the undersigned waives any and all notices to which he/she may be entitled, including without limitation notice of any extension of credit to Applicant and notice of any indulgences, forbearances or extensions of time of payment, which may be granted Applicant.

KINGMAN IS AUTHORIZED TO OBTAIN A COPY OF MY PERSONAL CREDIT HISTORY.

GUARANTOR'S SIGNATURE \_\_\_\_\_ APPLICANT: \_\_\_\_\_

Printed Name

Home Address: \_\_\_\_\_

SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

GUARANTOR'S SIGNATURE \_\_\_\_\_ APPLICANT: \_\_\_\_\_

Printed Name

Home Address: \_\_\_\_\_

SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**BANK REFERENCES**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Checking Account No.: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**TRADE CREDIT REFERENCES (Must provide at least 3 references)**

Company Name, Address, Contact Person, Phone No:

- 1. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 2. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 3. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**LIST MAJOR CREDIT CARDS HELD BY BUSINESS, OWNERS, and / or OFFICERS**

Account #: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_ Issuing Bank: \_\_\_\_\_  
Month Year

Name that appears on Card: \_\_\_\_\_ Cardholder's Signature: \_\_\_\_\_

Account #: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_ Issuing Bank: \_\_\_\_\_  
Month Year

Name that appears on Card: \_\_\_\_\_ Cardholder's Signature: \_\_\_\_\_

THE CARDHOLDER'S SIGNATURES ABOVE EVIDENCE EACH RESPECTIVE CARDHOLDER'S CONSENT AND AUTHORIZATION FOR KINGMAN TO CHARGE AND/OR MAKE DEMAND ON SAID CREDIT CARD (S) IN THE EVENT THAT:

- A CHECK IS RETURNED FOR INSUFFICIENT FUNDS AND PAYMENT IS NOT MADE WITHIN FIVE DAYS AFTER WRITTEN DEMAND; AND/OR
- PAYMENT IS NOT MADE WITHIN FIVE DAYS AFTER WRITTEN DEMAND ON AN ACCOUNT THAT IS DUE AND OWING.

I (we) the undersigned Applicant(s) do (es) hereby certify that the information herein given is correct and complete and I (we) agree to permit Kingman Group to take whatever steps are necessary, including but no limited to checking credit (both business and personal), inquiry to landlord/ mortgage company, inquiry to banks, etc., to confirm credit worthiness. It is further understood that Kingman Group will rely on this information in extending credit and that all purchases shall be governed by the terms and conditions contained in the attached TERMS OF SALE AGREEMENT.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Business: \_\_\_\_\_

Signature: \_\_\_\_\_ Applicant: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name

Signature: \_\_\_\_\_ Applicant: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name

This form must be completed and mailed the **Original Copy** to Kingman at 14010 Live Oak Avenue, Baldwin Park, CA 91706. Along with the **Business Credit Application**, please also included the following:

- A copy of the applicant (s) Driver's License