



R.E. MICHEL COMPANY, LLC

One R.E. Michel Drive • Glen Burnie, MD 21060-6495 • (410) 760-4000 • Fax (410) 412-2593

www.remichel.com

Current R.E. Michel Account #: _____

CONFIDENTIAL CREDIT APPLICATION AND SALES AGREEMENT

ALL INFORMATION MUST BE COMPLETED AND THIS APPLICATION MUST BE SIGNED IN INK ON THE REVERSE SIDE.

(Incomplete forms will be returned.)

ACCOUNT TYPE:

☐ C.O.D./Cash Account

☐ Standard Terms of Sale:
Net 10th prox. (Net due 10th
of month following invoice date)

We take pride in our unconditional and full compliance with all provisions of the Equal Credit Opportunity Act and the Fair Credit Reporting Act. The ECOA prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit application is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

Company Information

Full Legal Name of corporation, LLC, partnership or sole proprietorship (As on your business license or charter) _____

DBA or T/A _____

(The name under which you do business, if different from above)

Street _____

(If post office box, then also include street address)

City _____

State _____

Zip Code _____

—

County _____

Business Legal Entity:

☐

Corporation

☐

Limited Liability Company

☐

Partnership

☐

Sole Proprietorship

State where organized _____

Federal Tax ID Number: _____

Note: If you are exempt from Sales and Use Tax, please attach a copy of the relevant state-approved certificate.

Note: If you are EPA-certified to purchase restricted CFC-related materials, please provide a copy of your certificate or your wallet-sized card.

Date business began _____

Annual Sales _____

Phone _____

Fax _____

Management Info

List below the name of Officers, Partners, Managing Members, and/or Sole Proprietor

Name

Last 4 Digits of SSN

Home Address

Home Phone

Title

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Operations Info

Please check the block or blocks that best indicate your type of business: Help Us to Help You!

☐

Mechanical Contractor

☐

Air Conditioning & Heat Pump Service & Installation

☐

Boiler Service & Installation

☐

Gas Heating Service & Installation

☐

Military Agencies & Bases

☐

Institutions (Colleges, hospitals, etc.)

☐

Oil Heating Service & Installation

☐

Industrial or Manufacturing

☐

Local, State, Federal Government Agency

☐

Refrigeration Service & Installation

☐

Property Management

☐

Other _____

Number of Service/Installation Trucks: _____

Comm. Info

CATEGORY

FIRST NAME

LAST NAME

TITLE

EMAIL ADDRESS

Management/Ownership

Financial/Accts. Payable

Operations/General Mgr.

Service/Installation Mgr.

Purchasing Mgr.

Other

General Info

Please check if applicable:

☐

Signed invoices are not required for payment

☐

Purchase Orders are required

☐

Email is always preferred over FAX & USPS

☐

Sign me up for Monthly AR Statement Retrieval

Trade Reference (Please complete all information)

1. Name _____

City _____

State _____

Zip _____

Account No. _____

Phone # _____

Fax _____

E-Mail _____

3. Name _____

City _____

State _____

Zip _____

Account No. _____

Phone # _____

Fax _____

E-Mail _____

2. Name _____

City _____

State _____

Zip _____

Account No. _____

Phone # _____

Fax _____

E-Mail _____

4. Name _____

City _____

State _____

Zip _____

Account No. _____

Phone # _____

Fax _____

E-Mail _____

TERMS AND CONDITIONS

The undersigned ("Customer") hereby makes this application for credit to R.E. Michel Company, LLC, its successors, assigns, affiliated companies, divisions or subsidiaries ("Creditor"), and, in making this application, Customer agrees to be bound by all of the terms and conditions contained in this Credit Application, any documents referenced in this Credit Application or any supplements. Customer agrees to pay for all purchases of goods and/or services according to the terms of Creditor. No terms or conditions different from the terms and conditions of Creditor will become part of any sales agreement, contract, purchase order or any other document, unless specifically approved, in writing, by Creditor. The undersigned agrees that all amounts payable on or before the due date, as shown on each invoice, will be paid by said due date, and, if not paid on or before said due date, are then deemed to be delinquent. Payments may be applied against open charges in the discretion of Creditor. It is understood that Creditor may impose and charge a service/ finance charge or delinquency charge calculated on the delinquent amount, at the lower of one and one-half percent (1-1/2%) per month (18% APR), or the highest rate allowed by law. Additionally, in the event that any unpaid amount is referred to a third party, including an attorney or a collection agency, Customer agrees to pay collection fees, calculated at the rate of twenty-five percent (25%) of the amount placed, court costs and reasonable or actual attorney fees. All accounts shall be due and payable in Baltimore, MD and the State of Maryland unless otherwise specified on the invoice.

Should Creditor grant Customer an open credit availability, all decisions with respect to the extension or continuation of that credit availability will be in the sole discretion of Creditor. Customer agrees that the continued solvency of Customer is a precondition to any sale other than for cash or certified funds made by Creditor. Customer agrees to provide Creditor, upon request, a statement representing that Customer is and remains solvent. Creditor may terminate any credit availability at any time, within its sole discretion. **If an application for business credit is denied or there is a denial of a request for an increase in business, Customer has a right to a written statement of the specific reasons for the denial. To obtain this statement, Customer must submit a written request within sixty (60) days from the notification date. Creditor will then send a written statement of the reasons for the denial, within thirty (30) days of receipt.**

No item will be accepted for return without prior approval, and all returns are subject to a restocking charge. It is understood that Creditor is a distributor of goods manufactured by others. Creditor extends any and all assignable warranties from the manufacturer of the goods. Creditor makes no warranties beyond those extended by the respective manufacturers and shall not be responsible for incidental or consequential damages. Creditor shall facilitate the warranty process for Customer with the manufacturer of the goods, and Customer shall submit all warranty claims to Creditor for processing and resolution. **Seller makes no other express or implied warranty, and the foregoing is exclusive and is in lieu of all other warranties, whether written, oral or implied, including the warranty of merchantability and warranty of fitness for a particular purpose. Customer shall make a careful inspection of the materials at the time of the delivery. Customer's failure to give written notice of any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the materials, and a waiver of all claims with respect thereto. In no event shall Creditor be liable for any damage due to delay of any time, nor consequential, special or punitive damages.**

In the event that, from time to time, Creditor may owe Customer credits, refunds or other monies, such indebtedness shall be deemed to be created from this agreement and Creditor shall have the right of offset of such credits or refunds against amounts due Creditor, within its sole discretion.

Customer, and any guarantors, acknowledges that any credit extended by Creditor to Customer is business debt, and that any goods or services sold to Customer will not be for personal, family or household use.

The laws of the State of Maryland shall be applicable to all actions arising under any agreement between the parties to this Agreement. The Customer consents to personal jurisdiction in the State of Maryland and venue in Baltimore County, Maryland or in such other county in which the Creditor may deem appropriate. If suit is brought to collect under this Credit Application, the Customer hereby waives all exemptions of the laws of the State of Maryland and/or any other state or territory of the United States, and authorizes any attorney of a court of record to appear for the Customer, in any court of record within the United States, and to confess judgment for the full amount due to Creditor under the Credit Application, together with the costs of suit, and a collection fee equal to 25% of the balance due, in favor of the Creditor. The provision for a collection fee shall not be considered an agreement to indemnify the Creditor for costs or attorneys' fees incurred. The provision for a collection fee is intended to compensate the Creditor for costs associated with collection, including but not limited to internal costs of the Creditor, attorneys' fees, and other costs associated with collection. In the event a judgment is entered against the Customer for only actual attorneys' fees incurred, the Customer shall continue to be liable for all additional attorneys' fees incurred for the enforcement of such judgment. The terms of this Credit Application shall not be merged into the judgment, but shall survive the same and shall be binding and conclusive on the parties for all time. The Creditor shall be entitled to seek an additional judgment for all additional attorneys' fees incurred, including but not limited to fees incurred for any and all post-judgment actions, until all amounts owing, including all additional attorneys' fees incurred, have been satisfied.

The persons signing this application certify that they have the authority to do so, and that all information contained herein, and in any attachment or amendment is true, correct and complete, to the best of their knowledge and belief.

Please Print Full Legal Name of Company (as on front page; please include DBA or T/A if applicable)

(SEAL)

Date _____

Authorized Signature (Corporate officer, general partner, managing member, or proprietor)

Please print Name & Title

The undersigned acknowledges and agrees that Creditor may utilize outside reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual(s), the signing of this agreement shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individuals guarantee the debt of the undersigned, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to Creditor's use of consumer credit reporting agencies' reports to assist in the evaluation of the credit of said guarantor(s).

PRINT:

FULL LEGAL NAME OF INDIVIDUAL (Officer, partner, managing member, or proprietor; as above)

SIGNATURE: _____ **(SEAL)** **Date** _____

INFORMATION GUIDE

This credit application is a legal document, and is the basis for everything we do with you. Please use this as a guide for completing essential parts of the form.

Company Information

Full Legal Name: The **full legal name** of your company is absolutely essential, including entity identifier, such as “Inc.”, “LLC”, “LLP”, “LP”, “LTD”, etc., as appropriate. Remember that the name used in everyday conversation may not be the same as the legal entity. “Bill’s Heating” may actually be “Bill Smith Heating and Air Conditioning, Inc.”, with “Bill’s Heating” next to “DBA”. In other words, include the name of the legal entity, in addition to the name your technician will use at the counter.

Business is: We sell to the trade, only. The legal structure of your business determines who is authorized to sign the application. It also establishes limits of liability. See below.

Date business began, etc.: Self-explanatory.

Personal Information

Name and Title: It’s important for us to know who is managing a business.

Home Address, Home Phone: Sole proprietors and general partners are legally responsible for the debts of the business. This information is also needed for obtaining credit reports. Also, every corporation is required by law to have a resident agent on file with the State. We require this information.

Note: Below the Terms and Conditions is a separate authorization for us to obtain personal credit reports. This is needed for sole proprietors, general partners, and, separately, for guarantors. Please note that the last four digits of your SSN help us to confirm that we have the correct report.

Tax Information

To claim a sales tax exemption, we must have a valid certificate on file. Please refer to your state tax authorities for the proper form. Note: Your license to collect sales tax is not acceptable for this purpose.

Trade References

1. Please list industry suppliers whenever possible. Confidentiality is assured.
2. Please include account numbers. Many companies will not give references without them.

Terms and Conditions

This section covers the basic Agreement, referring to our standard terms of sale on the front of the application, and other essential aspects of our relationship. **Only a legally authorized person, as shown below, should sign:**

Sole Proprietorship: Only the owner is authorized to sign.

Partnership: Any general partner may sign.

Corporation: Any corporate officer may sign. This includes President, Vice President, Secretary, Treasurer, Chairman of the Board, CEO, CFO.

Limited Liability Company: Any managing member may sign. Certain managing members may be designated in the LLC agreement as “officers”, as shown above, and, as such, may sign.

Property Management: This scenario is a little more complex, as described here:

- A property owner may delegate the management of the property to another through an agency agreement. In this case, the application is in the name of the owner entity, but it is signed by the agent entity on behalf of that owner entity. Both entities must be included, with the proper signature, per the organization type of the agent.
- The property owner may simply sign on its own behalf.
- The property management company may manage multiple properties owned by different owner entities by signing a single document in its own name with no reference to the individual owners. Separate accounts may be established for bookkeeping purposes, by referencing the property on a separate address line.

GUARANTY

In consideration for extending credit to _____ (“Customer”), the undersigned (“Guarantor”), intending to be legally bound, hereby agree, jointly, individually and severally, to guarantee payment to R.E. Michel Company, LLC, its successors and assigns and any of its affiliated companies and divisions (“Creditor”), of all amounts due from Customer, including purchases, service charges, interest, collection fees, court costs and attorney fees. The Guarantor(s) consent to personal jurisdiction in the State of Maryland and venue in Baltimore County, Maryland or in such other county in which the Creditor may deem appropriate. If suit is brought to collect under the Credit Application and/or this Guaranty, the Guarantor(s) hereby waives all exemptions of the laws of the State of Maryland and/or any other state or territory of the United States, and authorizes any attorney of a court of record to appear for the Guarantor(s), in any court of record within the United States, and to confess judgment for the full amount due to Creditor under the Credit Application, together with the costs of suit, and a collection fee equal to 25% of the balance due, in favor of the Creditor. The provision for a collection fee shall not be considered an agreement to indemnify the Creditor for costs or attorneys’ fees incurred. The provision for a collection fee is intended to compensate the Creditor for costs associated with collection, including but not limited to internal costs of the Creditor, attorneys’ fees, and other costs associated with collection. In the event a judgment is entered against the Guarantor(s) for only actual attorneys’ fees incurred, the Guarantor(s) shall continue to be liable for all additional attorneys’ fees incurred for the enforcement of such judgment. The terms of this Credit Application shall not be merged into the judgment, but shall survive the same and shall be binding and conclusive on the parties for all time. The Creditor shall be entitled to seek an additional judgment for all additional attorneys’ fees incurred, including but not limited to fees incurred for any and all post-judgment actions, until all amounts owing, including all additional attorneys’ fees incurred, have been satisfied. This Guaranty is open, continuing, absolute and unconditional, and it shall continue in full force, notwithstanding any changes in the form of indebtedness, or any renewals or extensions, as may be granted by Creditor in its sole discretion, until revoked in writing, via certified mail. Said revocation shall not discharge Guarantor(s) from any obligation or liability arising out of, or with respect to, any contract, invoice or order accepted by Creditor, prior to receipt by Creditor of said revocation.

This Guaranty shall be binding upon all Guarantors, jointly and severally, their executors, administrators and assigns. Said Guaranty may not be assigned by them without the written consent of Creditor.

Guarantor _____ (seal) Witness _____

Guarantor _____ (seal) Witness _____

The undersigned acknowledges and agrees that Creditor may utilize outside reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual(s), the signing of this agreement shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individuals guarantee the debt of the undersigned, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to Creditor’s use of consumer credit reporting agencies’ reports to assist in the evaluation of the credit of said guarantor(s).

PRINT: _____

FULL LEGAL NAME OF INDIVIDUAL (Officer, partner, managing member, or proprietor)

SIGNATURE: _____ (SEAL) Date _____

Application Must Be Signed in Ink