

# CREDIT APPLICATION

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Business: \_\_\_\_\_

\_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation

How Long in Business: \_\_\_\_\_ Dun & Bradstreet Rating: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name of Manager: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Parent Company (if applicable) \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ ResaleNumber: \_\_\_\_\_

(Please attach copy of Resale Tax Certificate)

Line of Credit Requested: \_\_\_\_\_

## TRADE REFERENCES

List at least three firms you have terms with, in the same line of business as Tobin Productions Inc.

Any fees incurred to process information from your references will be included in your billing.

1. Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Bank Reference

Bank: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Invoicing Instructions

Address invoices should be directed to: \_\_\_\_\_  
\_\_\_\_\_

Person or department the invoice should be directed to: \_\_\_\_\_  
\_\_\_\_\_

Person to contact regarding Accounts Payable: \_\_\_\_\_

Purchase Order Number required: \_\_\_\_\_Y \_\_\_\_\_N

Pending lawsuits or unsatisfied judgements against Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Agreement

#### Terms/Conditions:

The undersigned hereby makes this application for credit to Tobin Productions Inc. (Creditor), and in making this application the undersigned agrees that all amounts payable on or before the due date on any written, quoted or agreed terms will be paid, and if not paid on or before said terms, are to be delinquent. Should a credit availability be granted by Creditor, all decisions with respect to the extension or continuation of credit shall be at the discretion of Creditor. Creditor may terminate any credit availability within its sole discretion. The undersigned understands that the continued solvency of the undersigned is a precondition to any sale made by Creditor. The undersigned acknowledges and agrees that Creditor may utilize outside credit reporting service to obtain information on the undersigned. The undersigned acknowledges and agrees that Creditor may also utilize Dun and Bradstreet to obtain information on the undersigned. It is understood that Creditor may impose and charge a finance charge or delinquency charge of one and one-half percent (1-1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the undersigned shall be responsible for all collection costs and attorneys' fees in connection with any delinquent amount. **THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN APPLICANT AND CREDITOR. THE UNDERSIGNED AUTHORIZES CREDITOR TO CONTACT AND INQUIRE OF ALL REFERENCES AND SECURED CREDITORS AND AUTHORIZES THE SAME TO RELEASE ANY REQUESTED INFORMATION TO CREDITOR. CREDITOR IS AUTHORIZED TO PROVIDE INFORMATION TO OTHERS WHO MAY INQUIRE ABOUT THE APPLICANT.**

**THE UNDERSIGNED AGREES TO PROVIDE CREDITOR, UPON REQUEST, WITH AN UPDATED CREDIT APPLICATION AS A CONDITION FOR THE CONTINUED EXTENSION OF CREDIT.** The undersigned agrees to provide Creditor updated financial information upon request. The undersigned agrees that if there are any changes in ownership, legal name, form of organization or financial structure, that it will notify Creditor in writing and in advance of such change.

Tobin Productions Inc. Credit Application, Cont.

**TERMS AND CONDITIONS OF SALE:** The undersigned agrees to pay for all purchases according to the terms of Creditor. No terms or conditions or purchase orders different from the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. Creditor dock(s) unless otherwise noted in writing. (No item will be accepted for return without prior approval. Payments may be applied against open balance in the discretion of Creditor.) The laws of the State of New York shall be applicable to all suits arising under any agreement between the undersigned and Creditor. All accounts shall be due and payable in New York, New York. In the event of litigation, sole jurisdiction and venue shall be in New York City, New York. Applicant waives any and all objections to jurisdiction or venue in New York County courts. **THE PERSON SIGNING THIS APPLICATION WARRANTS THAT HE/SHE IS AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND CERTIFIES THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS/HER INFORMATION, KNOWLEDGE AND BELIEF.**

**SIGNATURE OF OWNER OR OFFICER OF CORPORATION IS REQUIRED TO PROCESS APPLICATION**

The undersigned agrees to the above terms and conditions, and authorizes the above banks and companies to release the information requested.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

### **Personal Guaranty**

**In consideration of credit being extended to the above named firm I personally guarantee all indebtedness hereunder. I further agree that this guaranty is an absolute, completed and continuing one and shall be subject to and in consideration of the above:**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/SSN

Date: \_\_\_\_\_

**PLEASE RETURN BY FAX TO OUR ACCOUNTING DEPARTMENT AT 212 727-1776**