



<http://www.audioamerica.com>

### ***NEW DEALER CREDIT APPLICATION***

***Dear Credit Applicant:***

*Please fill out completely, the forms on the following pages. **Also please make a legible copy of all signee's Driver's Licenses (Enlarge if necessary).***

*Your personal guarantee form must be signed before credit can be extended to you.*

*Please check one of the terms that you are requesting:*

- ☐ C.O.D. / Cash (Certified Bank Check)
- ☐ C.O.D. / Company Check
- ☐ 15 Day Terms
- ☐ 30 Day Terms
- ☐ Capital Solutions
- ☐ Credit Card\*\* – fill out credit application
- ☐ Check by Phone – fill out check form

Credit amount requested \$ \_\_\_\_\_

*Please include copies of the following if applicable:*

- ☐ W-9
- ☐ Sales Tax Exempt Certificate
- ☐ Resale Certificate

***Please fill out forms completely, do not leave any blanks. Upon receipt of all the required documents, please allow ten (10) working days for processing.***

**\*\* - Using a credit card will result in the loss of the 3% cash discount we give our cash paying customers.**

**Audio America, Inc. • 15132 Park of Commerce Blvd • Jupiter, Florida 33478**

## **CREDIT APPLICATION FOR NEW ACCOUNTS**

Corporate Name: \_\_\_\_\_ FEIN #: \_\_\_\_\_

Trade Name: \_\_\_\_\_

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

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

Phone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_ A/P Contact: \_\_\_\_\_

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

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

### **CHECK ONE:**

☐ CORPORATION    ☐ PARTNERSHIP    ☐ SOLE PROPRIETOR    ☐ OTHER \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ # of Stores: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Started: \_\_\_\_\_

### **OFFICERS, PARTNERS, OR OWNERS (PLEASE PRINT CLEARLY)**

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_

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

Home Phone #: \_\_\_\_\_ FL Driver's Lic #: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS#: \_\_\_\_\_

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

Home Phone #: \_\_\_\_\_ FL Driver's Lic #: \_\_\_\_\_

### **TRADE REFERENCES and MAJOR SUPPLIERS:**

	NAME	ACCOUNT #	PHONE #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I represent that the above information is true and is given to induce the extending of credit to the applicant. My company and I authorize Audio America to make such credit investigation as sees fit, including any and all information concerning the financial and credit history of my company and myself.

I have read the above terms and conditions and agree to all of these terms and conditions.

Authorized Signature: \_\_\_\_\_ SS#: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Resale Certificate #: \_\_\_\_\_ **(Attach Copy)**

**\*\*\*Attach copy of Tax Exempt Certificate if applicable**

## UNCONDITIONAL PERSONAL GUARANTEE

FOR VALUABLE CONSIDERATION, the undersigned (jointly and severally if more than one) hereby unconditionally guarantees prompt payment to Audio America (SELLER), its successors or assigns, when due, of any and all debts of credit applicant (BUYER) of whatever nature, matured or un-matured, direct or indirect, absolute or contingent, now or hereafter existing or arising or contracted or incurred or owing or acquired by you, including without limitation, by assignment, negotiations, transfers or otherwise, including interest thereon.

1. This guarantee is a continuing one, and shall continue in full force and effort, notwithstanding the death of any of the undersigned, until terminated by the actual receipt by seller from the undersigned, by registered or certified mail, of a written notice of termination, at 15132 Park of Commerce Blvd, Jupiter, FL 33478. Such termination shall be applicable only to transactions having their inception, after such notice and any transaction terminated, prior to such termination date shall not be affected. Termination by one or more of the undersigned shall not affect the liability of each other undersigned if they do not give such notice of termination.
2. The undersigned waives notice of acceptance of the guarantee, and all notices and demands of any kind which the undersigned may be entitled, including, but not limited to, all demands of payment or performance, notice of non-payment, notice of amount of indebtedness outstanding at any time, notice of nonperformance, notice of all renewals and extensions of obligations covered by this guarantee, presentments and protest and dishonor to the undersigned are or may be liable hereunder. The undersigned further waive arrangements for payment extensions, subordination, composition, arrangement, discharge or release of the whole or any part of the obligation of the Buyer, or other guarantor, or the change or surrender of any and all security, or for compromise, whether by way of acceptance or part payment or by returns of merchandise, or dividends, or in any way whatsoever and the same shall in no way impair the undersigned's liability hereunder. Nothing shall discharge or satisfy the liability of the undersigned except for the full performance of payment of Buyer's obligations.
3. The undersigned agrees that the undersigned has no right of subrogation, reimbursement, or indemnity whatsoever. If Buyer or any of the undersigned should at any time become insolvent or make general assignment for the benefit of creditors, or of a proceeding in bankruptcy, or any insolvency or reorganization, proceeding shall be commenced by against, or in respect of Buyer or any of the undersigned, any and all obligations of the undersigned shall, at Seller's option, forthwith become due and payable without notice.
4. By executing hereof, the guarantor authorizes Audio America to pull a credit report at any time on the guarantor and to report any credit information to credit agencies concerning the guarantor.
5. Seller's books and records showing the account between Seller and Buyer shall be admissible in evidence in any action or proceeding and shall be binding upon the undersigned for the purpose of establishing the items set forth, and shall constitute prima facie proof thereof.
6. The obligations of the undersigned created by this agreement are joint and several and independent of the obligations of the Buyer, and a separate action or actions may be brought and prosecuted against this guarantor whether or not the Buyer is sued in any action or actions. In the event Seller should commence any action or actions, or otherwise seek to enforce this guarantee against the undersigned, the undersigned agrees to pay all attorney(s) fees, court costs and other expenses incurred by Seller in said action, whether or not suit is filed.
7. This guarantee is effective from the date signed and includes all previously received orders from Seller.
8. This guarantee **must be signed** before any terms will be extended.

COMPANY: \_\_\_\_\_

GUARANTOR: \_\_\_\_\_

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

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

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

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

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

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

City, ST, Zip: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Date: \_\_\_\_\_ FEIN#: \_\_\_\_\_

Date: \_\_\_\_\_ SS#: \_\_\_\_\_

## CREDIT APPROVAL AND TERMS CREDIT AGREEMENT

In order to induce Audio America to establish a line of credit or to accept business checks based upon the foregoing, the undersigned hereby agrees:

1. To promptly and timely pay all amounts when due, in accordance with the terms of sale.
2. To promptly and timely notify Audio America of any claims for shortages or non-shipping related damaged goods in accordance with the terms of the sale.
3. Should any litigation arise out of this agreement or from any transactions between the parties, including Guarantors, whether for collection or otherwise, Audio America shall be entitled to court costs and all attorney's fees, regardless of whether suit or action be brought or not, at both the trial court and appellate levels. The terms of this agreement shall be interpreted and construed pursuant to Florida Law and the venue of any action arising under the term of this agreement or any other grounds shall be Palm Beach County, FL.
4. By submitting and executing this Application, the Applicant hereby grants to Audio America, Inc. a continuous security interest and authorizes Audio America to file a UCC-1 financing statement for the following described property:

All inventory of goods, merchandise, materials, and equipment now held or hereafter acquired by DEBTOR from SECURED PARTY, together with all additions and accessories thereto or therefore and any proceeds therefrom or thereof, including, but not limited to, all accounts receivable promissory notes, installment contracts, contract rights, documents, instruments, general intangibles and chattel papers or DEBTOR now existing or hereinafter arising out of or with respect to inventory and all proceeds from the foregoing.

5. Interest will automatically be added to any invoice not paid in full by the due date. Ten, fifteen and thirty-day terms are due and payable the last day of the term. Interest will appear on your monthly statement if the invoice is not paid on time.
6. Any and all past due amounts shall bear interest at a lesser of the maximum amount allowable by law or 1.5% per month (18% APR) calculated from the date of the invoice.
7. Credit terms are at the absolute discretion of Audio America who may terminate, alter or deny credit terms without notice and without cause. Any accounts past due in excess of thirty (30) days will automatically revert to a C.O.D. basis without further notice.
8. A \$75.00 charge will be added to any account with a bounced check (including check by phone or electric means). Three (3) bounced checks within a year will automatically change the account to C.O.D. cash only. A service charge will be added for all refused orders as follows: \$25.00 for orders up to \$500.00, \$5.00 for each additional \$250.00. If not paid, no further orders will be processed.
9. Enclose a copy of current Master Card or VISA in the name of the corporation, or personal card of guarantor.
10. By my signature(s) below (original or facsimile thereof), I authorize Audio America to obtain information concerning any statements made herein and understand that individual, and corporate, credit reports may be requested in connection with this application and any subsequent update, renewal, or extension of credit.

Dated this \_\_\_\_ day of \_\_\_\_\_

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Corporate FEIN#: \_\_\_\_\_

### NOTICE:

**THIS AGREEMENT MUST BE SIGNED BEFORE CHECK APPROVAL OR CREDIT WILL BE EXTENDED**

**PLEASE SEND ORIGINALS – FAXED COPIES WILL NOT BE PROCESSED!**

**Audio America, Inc. • 15132 Park of Commerce Blvd • Jupiter, Florida 33478**



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

Account #: \_\_\_\_\_

To Whom It May Concern:

I authorize you to release credit information about my corporate and personal account standing, credit line, and payment history, on a continuing basis, to Audio America, Inc. This information is to be kept within the strictest of confidence by Audio America, Inc.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_

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

FEIN#: \_\_\_\_\_

The above customer has given your Establishment as a reference. Please supply us with the following information, for each of the Account Holders above, and return this form to us as quickly as possible to the following fax #: **561-910-6068**

Date account opened: \_\_\_\_\_

Average monthly balance maintained: \$ \_\_\_\_\_

Line of credit at their disposal: \$ \_\_\_\_\_

High credit: \$ \_\_\_\_\_ Amount now owing: \$ \_\_\_\_\_

Payment habits \_\_\_\_\_

# of NSF checks in the last 90 days: \_\_\_\_\_

Comments: \_\_\_\_\_

We assure you that this information will be kept strictly confidential.

Thank you,

Audio America, Inc.



## Easy Ordering Information and Terms

**Phone:** 561-863-7704 / 800-432-8532

**Fax:** 561-842-5677

**Internet Address:** <http://www.audioamerica.com>

**Email Address:** [sales@audioamerica.com](mailto:sales@audioamerica.com)

### Shipping:

1. UPS Ground: Maximum weight 70 lbs.
2. UPS Select: 3-day Select
3. UPS Blue Label: 2<sup>nd</sup> Day Air
4. UPS Red Label: Next Day Air
5. Common Carrier, F.O.B.

\*\*\* CLAIMS: Title and risk of loss passes to customer at F.O.B. shipping point and all claims must be filed with the carrier.

**Same Day Shipping:** Audio America will ship your merchandise from our facility, same day, if orders are completed and credit is approved/payment made by 4:00PM.

**Free Freight:** On orders of \$2,500.00 or more (weight &/or size restrictions may apply). Check with your salesperson for details.

\*\*\*All merchandise or invoice errors must be reported within three (3) days of receipt for a full refund.

**Returns:** All returns must be handled by our Return Authorization Dept. Fax (561) 842-7055, with part #, description, and your problem, and we will give you the necessary R.A.# to return the merchandise. Only boxes with an R.A.# clearly taped on the outside of the box will be accepted. Merchandise returned for any reason other than shipping error or defect will be assessed a 15% restocking fee. A shipment refused for any reason is subject to a \$25.00 restocking fee for the first \$500.00 (add \$5.00 for each additional \$250.00). These charges must be paid in advance of your next order. This is necessary to clear your account to "SHIP OK" status. Any new merchandise returned after six (6) months could be assessed a higher restocking fee. All merchandise is guaranteed for six (6) months from date of shipment, by Audio America. After six (6) months, manufacturer's warranties apply (repair only). Our Customer Service Department is one of the finest in the industry. We pride ourselves on a 24 hour turn around time for R.A.'s. Please ask for our new R.M.A. Request Form. It will save you time, and expedite your R.A.

**Payment:** Audio America requires a \$50.00 minimum order for shipping. All orders are COD cash, unless otherwise prearranged and authorized by our credit department. Net terms (30 days) are available to qualified companies where purchase volume warrants consideration.

***We accept VISA and MasterCard along with a clear copy of the Driver's License of the Cardholder, and the Credit Card. You must have a valid tax identification # and business license in order to buy from us. \*\*Please note that using a credit card will result in the loss of the 3% cash discount we offer our cash paying customers.***

**Back Orders:** Audio America will ship backordered items with prior approval as soon as the item becomes available.

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Dealer's Signature	Date	SSN	FEIN
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Print Name	Title
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