



## CUSTOMER APPLICATION

### COMPANY INFORMATION

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

Entity Type:  Sole Proprietorship  S-Corp  Corporation  Partnership  Other \_\_\_\_\_

Sales Rep. / Purchaser / Contact Name: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Are you:  Wholesale  Retail  Both

Do you own or rent location  Own  Rent Square footage \_\_\_\_\_

Years in Operation: \_\_\_\_\_

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

Cellular or Alternate number# \_\_\_\_\_

E-mail address: \_\_\_\_\_

### CARRIER INFORMATION IF ANY

Name of Carrier whose product line you carry: \_\_\_\_\_

How many years: \_\_\_\_\_

### PRESIDENT/OWNER INFORMATION

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

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

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

### BANKING INFORMATION

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Account Number(s): \_\_\_\_\_  
\_\_\_\_\_

## TAX INFORMATION

D&B (DUNS) Number: \_\_\_\_\_  
Federal Tax ID Number (FEI#): \_\_\_\_\_  
Tax Exempt Number: (required): \_\_\_\_\_  
(must attach copy of sales tax registration certificate)

## TRADE REFERENCES

Name: _____	Name: _____
Phone Number: _____	Phone Number: _____
Fax Number: _____ (Required)	Fax Number: _____
Contact: _____	Contact: _____
Terms & Credit limit _____	Terms & Credit limit _____

Name: _____	Name: _____
Phone Number: _____	Phone Number: _____
Fax Number: _____ (Required)	Fax Number: _____
Contact: _____	Contact: _____
Terms & Credit limit _____	Terms & Credit limit _____

PLEASE NOTE: Fax number is required for trade references.

## TERMS AND CONDITIONS

**PAYMENTS.** Payment of the purchase price for goods and/or services acquired from BLUE BAY, INC. shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to BLUE BAY, INC. in full immediately upon default in the payment of any invoice.

**INFORMATION.** Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct.

**INTEREST.** Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.

**AUTHORIZATION OF CREDIT REFERENCES.** Applicant authorizes BLUE BAY, INC. to perform any credit checks, which includes, but is not limited to, contacting credit reporting agencies, bank references and trade references listed in this application, to ascertain the Applicant's credit history and current credit status.

**EXPENSES OF ENFORCEMENT.** Applicant shall pay to BLUE BAY, INC., all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, and the fees of any collection agency and court costs, incurred by BLUE BAY, INC., in exercising any of its rights or remedies hereunder or under an invoice, or enforcing any of the terms, conditions or provisions hereunder or under an invoice.

**WALVER.** The failure of BLUE BAY, INC., to insist, in any one or more instances, on performance of these terms and conditions or under any invoice, or to exercise any right hereunder or under the invoice, is not a waiver of the future performances of any terms, covenant, condition or the future exercise of such right.

**RETURNS.** This Section applies to products received that are defective/damaged/missing parts. If products have a manufacturer/vendor warranty, Applicant must first exhaust its rights with the warranty provider (MANUFACTURER). Otherwise, the following terms apply: (i) no returns will be accepted without prior authorization of BLUE BAY, INC.; (ii) Return authorization must be obtained within 7 days of receipt of the product, and the product must be received within 10 days of the authorization issuance; (iii) Original shipping & handling charges are not refundable; (iv) Applicant is responsible for shipping and proof of delivery on all returns (retain all tracking information from the shipper until credited; BLUE BAY, INC., requires that return shipments be properly packed and fully insured); (v) Returns are subject to a restocking fee of 15% and all non-product related fees (such as installation

charges or special delivery instructions) are not refundable; and (vi) Unauthorized returns will not be accepted. All returns must be in original condition, including packaging, documentation, warranty cards, manuals and accessories. Any missing items will be subject to a replacement charge.

**GENERAL.**

- (a) No modification of these terms or of an invoice shall be binding unless in a writing signed by an authorized representative of both parties.
- (b) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement.
- (c) These terms and all invoices shall be governed and interpreted according to the laws of the State of Tennessee absent its conflicts of laws provisions.
- (d) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (e) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.
- (f) The terms and conditions of this contract and any sales and payments made pursuant hereto are performable in Williamson County, Tennessee.
- (g) APPLICANT ( GUARANTOR) AGREES THAT THE EXECUTION OF THIS AGREEMENT SUBJECTS APPLICANT TO PERSONAL JURISDICTION AND VENUE FOR ALL PURPOSES IN WILLIAMSONCOUNTY, TENNESSEE.

**APPOINTMENT OF ATTORNEY.** To further secure the payment of amounts owed to BLUE BAY, INC. and to further BLUE BAY, INC. to extend credit to the Applicant, Applicant hereby irrevocably authorizes, an attorney selected by BLUE BAY, INC. to: (i) appear for Applicant in court, and confess judgement without process, in favor of BLUE BAY, INC., for such amount as may appear to be unpaid in conjunction therewith, (ii) to expressly waive all benefit under the exemption laws of Applicant's State of Domicile, (iii) to pay all costs of such appearance (including attorney's fees) plus 10%, (iv) to waive all errors in any such proceedings, and (v) to consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

**UCCs.** Applicant agrees to execute a Uniform Commercial Code Financing Statement (UCC-1) in the form supplied by BLUE BAY, INC., granting BLUE BAY, INC. a security interest in goods purchased, Applicant's bank accounts, accounts receivables and other rights & property, in connection with any and/or all invoices.

Applicant:

By Authorized Agent/Officer:

\_\_\_\_\_  
(Full Firm Name)

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

\_\_\_\_\_  
(Date)

**Guaranty** MUST BE FILLED OUT ↓

The undersigned, \_\_\_\_\_ ("Guarantor") of \_\_\_\_\_, having a  
(Names of individual) (Company Name)

Financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to BLUE BAY, INC. of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from BLUE BAY, INC. of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or BLUE BAY, INC. shall be available hereunder to the Guarantor against BLUE BAY, INC. in the event of a default by Applicant on its obligation to BLUE BAY, INC.. BLUE BAY, INC. may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred by BLUE BAY, INC. in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to BLUE BAY, INC. by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assignees, representatives and survivors, and shall inure to the benefit of BLUE BAY, INC. its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of Tennessee, without respect to its conflicts of laws provisions, as is performable in Williamson County, Tennessee. The obligations of multiple persons acting as Guarantor shall be joint and several.

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Driver's License Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

For questions regarding this application please contact The Wholesale Department at 877-499-6210 ext 738