



915 Greenbag Road
 Morgantown, WV 26508
 Phone: (304) 292-3368
 Fax: (304) 292-0283

**APPLICATION FOR
 COMMERCIAL CREDIT**

Please return fully completed and signed original application to our office.

LEGAL NAME & BILLING ADDRESS:

Trade Name: _____

Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Accounts Payable Contact: _____

Type of Business: _____

Legal Ownership: Proprietorship Partnership
 Corporation Limited Liability Company

Is your company currently under bankruptcy law protection?
 Yes No

Do you have any liens, judgements, or suits pending against your company?
 Yes No

PRINCIPALS:

Name: _____

Title: _____

Name: _____

Title: _____

TRADE REFERENCES: (Active credit accounts other than bank loans, lease agreements, freight or utilities. Please give complete addresses and fax numbers or attach reference sheet. A minimum of three trade references required to process application).

| Name | Address | City | State | Zip | Phone w/Area Code | Fax |
|-------|---------|-------|-------|-------|-------------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

CREDIT CARD INFORMATION:

To pay by credit card, please fill out the following: Circle one: AMEX VISA MC Discover Expiration Date: _____ CV Code: _____

Name on card: _____ Card number: _____

Card billing address: _____ Card billing zip: _____

Signature of cardholder: _____ Billing phone number: _____

I would like this credit card information retained for future orders.

IMPORTANT: PLEASE READ THE REVERSE AND SIGN.

For the purpose of procuring and establishing credit from time to time with **Walls Printing Company, Inc. d.b.a. Morgantown Printing & Binding**, (hereinafter referred to as **MPB**), the undersigned applicant(s) for credit, or any or either of them, or otherwise, collectively referred to as **CUSTOMER** agrees to be bound by the terms and conditions hereinafter set forth, which are incorporated by reference herein.

TERMS AND CONDITIONS

1. Terms of payment: Customer hereby agrees to pay invoices when due. All invoices are due within 30 days.
2. Should Customer fail to pay any invoice when due, Customer hereby agrees to pay a late payment charge upon **MPB's** demand. The charge will not exceed 1.5% per month (18% per annum) of the outstanding purchase price balance due.
3. Customer agrees to pay all costs and attorney fees incurred in collection of all past due invoices and accounts.
4. No goods can be returned without prior written authorization by **MPB** and the original invoice.
5. All prices are subject to change without notice.
6. Should any tax hereafter imposed by law, government agency, and/or board, affect the merchandise billed hereinafter, customer agrees to pay such tax in addition to the amount of each invoice at the same time invoice becomes due and payable.
7. In the event of Customer checks being returned to **MPB** by the Customer's bank for non-sufficient funds, a fee of \$50.00 shall be imposed.
8. **MPB** shall not be liable for failure to deliver goods or delays in delivery of goods occasioned by causes beyond its control, including without limitation; strikes, lockouts, fires, embargoes, war, or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers of suppliers, and governmental acts or regulations.
9. **MPB** reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for goods when due or for any other reason deemed good and sufficient by **MPB**.
10. Customer certifies that the information presented by the Customer in this application is true and correct. **MPB IS AUTHORIZED TO CONTACT ALL REFERENCES CONTAINED IN THIS APPLICATION WHO ARE AUTHORIZED TO RELEASE ANY INFORMATION TO IT RELATING TO CUSTOMER'S CREDIT HEREIN.**

The undersigned has read this Credit Application and agrees to be bound by its statements, terms and conditions stated herein. The undersigned agrees to update this application if information disclosed is no longer accurate.

| | |
|------------|-------|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |

GUARANTY OF PAYMENT AGREEMENT

The undersigned, jointly and severally, hereby (a) unconditionally, absolutely, and irrevocably guarantee and become surety to MPB for the full, due, and punctual payment of all indebtedness, obligations, and liabilities of every kind and nature, without limit as to amount, whether now existing or hereafter arising, of Customer to MPB, including, without limitation, finance charges accrued, and (b) covenant and agree with MPB to pay in full and punctually such indebtedness, obligations, and liabilities, in United States currency as and when the same become payable, and to pay all costs and expenses which may be suffered or incurred by MPB in its efforts to collect any of such indebtedness, obligations and liabilities or in enforcing any right or remedy under this Agreement. The undersigned hereby acknowledge acceptance of the Agreement by MPB upon delivery, without further act, condition, or evidence of acceptance by MPB. The undersigned further waive notice of and acknowledge MPB's reliance upon this agreement. The undersigned hereby unconditionally and irrevocably waive, release, and discharge any and all defenses available to a guarantor or surety under laws of the State of West Virginia. Without in any manner limiting the generality of the foregoing, the undersigned hereby covenant and agree that the undersigned shall not assert, claim, allege, plead or attempt to enforce against MPB any defense of waiver, estoppel, release, statute of limitation, statute of frauds, res judicata, fraud, duress, coercion, incapacity, minority, usury, illegality, unenforceability, want of consideration, lack of consideration, failure of consideration, recoupment, or setoff which may be available to the undersigned. The obligations of the undersigned under this agreement may be enforced notwithstanding any other right or remedy that MPB may have against the undersigned, Customer, or any other party. It shall not be a condition precedent to the enforcement of any of the obligations of the undersigned under the Agreement that any rights or remedies of MPB against Customer of any other party, or against any party, or against an property given or taken as security, be enforced, exercised, pursued, realized upon, or exhausted to any extent whatever. This Agreement shall constitute a continuing guaranty. This Agreement is a guaranty of payment and not of collection.

| | |
|------------|-------|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |