

# Leon's Insulation, a division of Superior Plus LP (Leon's)

Burlington  Stouffville  Collingwood (please check)

Salesperson \_\_\_\_\_

## APPLICATION FOR CREDIT

(PLEASE PRINT CLEARLY & USE CORRECT PERSONAL GUARANTEE FORMS)

CUSTOMER'S LEGAL NAME \_\_\_\_\_

CUSTOMER'S TRADE NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

P.O. BOX \_\_\_\_\_ CITY \_\_\_\_\_ Province \_\_\_\_\_

POSTAL/ZIP CODE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ CELLULAR \_\_\_\_\_ FAX \_\_\_\_\_

**PARTICULARS:**

CORPORATION ( ) PARTNERSHIP ( ) PROPRIETORSHIP ( )

LINE OF BUSINESS \_\_\_\_\_

NO. OF EMPLOYEES \_\_\_\_\_ DATE OPERATION BEGAN (UNDER PRESENT OWNERSHIP) \_\_\_\_\_

**OFFICERS AND DIRECTORS / PARTNERS OR SHAREHOLDERS / PROPRIETOR (If Proprietor, also complete page 4)**

1. NAME \_\_\_\_\_ TITLE \_\_\_\_\_ TELEPHONE \_\_\_\_\_

2. NAME \_\_\_\_\_ TITLE \_\_\_\_\_ TELEPHONE \_\_\_\_\_

3. NAME \_\_\_\_\_ TITLE \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT \_\_\_\_\_ TELEPHONE (IF DIFFERENT FROM NUMBER ABOVE) \_\_\_\_\_

SPECIAL INVOICING REQUIREMENTS \_\_\_\_\_ PO's required? \_\_\_\_\_

TAX CERTIFICATE NO. \_\_\_\_\_ tax-exempt? Yes No \_\_\_\_\_

RELATED BUSINESSES \_\_\_\_\_

**SUPPLIER REFERENCES:**

NAME	CONTACT/E-MAIL	TELEPHONE	FAX
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

**FINANCIAL REFERENCES:**

BANK \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

BRANCH \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

Manager \_\_\_\_\_ Type of Account ( ) checking ( ) Savings ( ) Loan ( ) Line of credit

FINANCIAL STATEMENTS AVAILABLE IN CONFIDENCE: YES \_\_\_\_\_ NO \_\_\_\_\_ FISCAL YEAR END \_\_\_\_\_

AMOUNT OF CREDIT REQUESTED (BASED ON TWO MONTHS' PURCHASES) \$ \_\_\_\_\_

HAS THE APPLICANT BUSINESS OR ANY OF ITS OFFICERS, PARTNERS, OR THE APPLICANT PROPRIETOR, BEEN PREVIOUSLY BANKRUPT:  
 YES ( ) DATE: \_\_\_\_\_ NO ( )

The information provided in this application is true, accurate and complete. Authorization is given here for LEON'S , to receive and exchange credit information in connection with this application and any ongoing credit transactions including credit agency and background checks.

It is understood that LEON'S has no obligation to grant credit for this, or any subsequent application. Approval of this application shall be set out in a Credit Approval Letter to the Customer. Use of the account by the Customer shall constitute its acceptance of the terms of the attached Credit Agreement and the terms of the Credit Approval Letter as amended from time to time.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

NAME ( PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

**CREDIT AGREEMENT**

Leon's Insulation a division of Superior Plus LP, or any affiliates or subsidiary companies (referred to in this agreement as "LEON'S ") agrees to grant credit privileges to the CUSTOMER (as defined in the Application for Credit) on the following terms and conditions:

1. LEON'S shall grant the Customer credit to purchase products and services to the amount of the Credit Limit.
2. The Customer agrees to pay all amounts invoiced during any one month on or before the Required Payment Day, and to pay a service charge at the Late Payment Service Charge Rate on invoiced amounts unpaid on the Required Payment Day.
3. The Customer agrees to advise LEON'S within 10 days of receipt of the invoice about any dispute of invoice matters. The failure to so advise shall constitute acceptance of the invoice and its accuracy by the Customer.
4. LEON'S may, at its sole discretion, apply payments to such invoices as it determines appropriate. However, when Customer's account is current, the Customer may, by written advice remitted with payment, allocate payment to such invoices as it considers appropriate. Customer's account shall be considered current at any point in time when there are no amounts of service charges owing, and when there are no amounts owing for invoices whose Required Payment Day is prior to that point in time.
5. If the Customer's account is not current, as defined in paragraph 4, or if LEON'S determines, based on reasonable commercial grounds that the Customer presents a credit risk to LEON'S, then the Customer shall be in default under this agreement, and LEON'S may, at its option, and in addition to all remedies available at law, declare the balance owing by the Customer to LEON'S immediately payable and interest shall immediately start to accrue at the Late Payment Interest Rate.
6. Where LEON'S furnishes products and services to the Customer for an improvement or project which falls under one general contract, then for the purposes of the Builders' Lien Act or Mechanics Lien Law (whichever is applicable in the applicants' legal jurisdiction) all such building materials and supplies shall be deemed to be provided under one continuous contract.
7. The Customer hereby grants to LEON'S a security interest in all present or after acquired building materials and supplies purchased by the Customer on credit from LEON'S. The Customer waives its rights to receive a printed copy of the financing statement or a copy of the statement used by Registry to confirm the registration under Personal Property Security legislation.
8. The Customer shall pay to LEON'S the costs and expenses incurred by LEON'S to recover any overdue amounts, including any legal costs incurred by LEON'S on a Solicitor Client basis, with interest on Solicitor Client costs to be included.
9. No extensions, indulgences, discounts or waivers granted by LEON'S to the Customer shall in any way affect or prejudice the rights of LEON'S to recover sums due and owing by the Customer and to enforce strictly the terms of this agreement.
10. LEON'S shall have the right, based on its evaluation of the credit-worthiness of the Customer to amend the Credit Limit, Required Payment Day, Late Payment Service Charge Rate or any other term of this agreement, from time to time, or without notice to cancel this agreement at any time.
11. LEON'S makes no warranty or conditions, expressed or implied, including, but not limited to any implied warranty or condition of merchantability or fitness for a particular purpose. The Customer is responsible for determining whether any and all products sold by LEON'S are fit for a particular purpose and suitable for the Customer's purpose and method of application or installation. A manufacturer's warranty may be available.
12. A facsimile transmission of this Application for Credit is sufficient for acceptance of liability.
13. Time is of the essence of this agreement.

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

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

**PERSONAL GUARANTEE - APPLICABLE TO CANADIAN APPLICANTS ONLY**

1. In consideration of Leon's Insulation a division of Superior Plus LP (hereinafter referred to as "LEON'S ") supplying goods and extending credit or continuing to extend credit from time to time to \_\_\_\_\_ Applicant  
 (Hereinafter referred to as the "Customer") of \_\_\_\_\_ in the City / Municipality  
 of \_\_\_\_\_, in the Province of \_\_\_\_\_, I, \_\_\_\_\_  
 City/Town Province Guarantor  
 (Hereinafter referred to as the "Guarantor"), having the capacity and authority to provide this Guarantee, HEREBY GUARANTEE to LEON'S the due and regular payment of all monies the Customer owes or at any time and from time to time hereafter might owe LEON'S for goods supplied for any reason.

2. The Guarantor waives notice of acceptance of this Guarantee by LEON'S.
3. The Guarantor authorizes LEON'S to extend any amount of credit to the Customer from time to time, to extend the period of credit, to hold over or to renew any of the Customer's bills, notes or other securities as LEON'S may at any time hold, to increase or reduce the rate of interest on any such indebtedness, to grant to the Customer any other indulgence, to compound or otherwise compromise with the Customer as LEON'S may decide, or to add or release any one or more Guarantors without notice to the Guarantor and without discharging or in any way affecting the liability of the Guarantor herein.
4. This is a continuing Guarantee to cover the total liability of the Customer to LEON'S and remains in force until revoked by notice in writing signed on behalf of the Guarantor and delivered to LEON'S, but such revocation does not release the Guarantor from any liability in respect of any debts incurred by the Customer before the date of revocation.
5. This is an absolute Guarantee of payment and LEON'S may have recourse against the Guarantor without notice of default by the Customer and without first exhausting its other remedies.
6. All debts and claims that the Guarantor may at any time have against the Customer are postponed to the claims of LEON'S and all monies the Guarantor may from time to time receive from the Customer shall be held for the account of and paid over to LEON'S to the extent that the Guarantor may lawfully do so.
7. Until all indebtedness hereby guaranteed has been paid in full, the Guarantor has no right of subrogation unless expressly granted in writing by LEON'S.
8. Any notice of demand given by LEON'S to the Guarantor or the Customer may be served personally or be sent by ordinary mail addressed to the Guarantor or the Customer at the address last known to LEON'S and any notice so served or mailed shall be deemed to have been received by the Customer or the Guarantor when delivered, if personally served, or two days after being so mailed in any post office box in Canada.
9. This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer as defined in the Guarantee, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer being amalgamated with a corporation but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of the Customer, which is a partnership or in the case of the Customer being amalgamated with a corporation, the Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Customer" shall include each such resulting partnership and corporation.
10. This Guarantee binds the undersigned Guarantor and its successors and assigns and, where the Guarantor is a natural person, the heirs, executors, administrators, and assigns of the Guarantor.
11. This Guarantee enures to the benefit of LEON'S, its successors and assigns.

**IN WITNESS WHEREOF** this Guarantee has been duly executed at the City / Municipality of \_\_\_\_\_  
 City / Town  
 in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Province Month Year

<b>WITNESS:</b>	)	
<b>SIGNATURE</b> _____	)	<b>SIGNATURE</b> _____
<b>NAME (print)</b> _____	)	<b>NAME (print)</b> _____
<b>ADDRESS</b> _____	)	<b>ADDRESS</b> _____
	)	<b>Guarantor</b>

AN APPLICANT FOR CREDIT WHO IS NOT A CORPORATION SHALL PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:  
(ALL ITEMS WITH AN \*\* ASTERISK MUST BE COMPLETED)

DATE OF BIRTH \_\_\_\_\_ \*\*S.I.N.. \_\_\_\_\_ MARITAL STATUS \_\_\_\_\_

SPOUSE NAME \_\_\_\_\_ NO. OF DEPENDENTS \_\_\_\_\_

\*\*RESIDENCE: OWNED \_\_\_\_\_ RENTED \_\_\_\_\_ \*\* ADDRESS \_\_\_\_\_

\*\*CITY \_\_\_\_\_ STATE \_\_\_\_\_ P.O. BOX \_\_\_\_\_

\*\*POSTAL/ZIP CODE \_\_\_\_\_ TELEPHONE \_\_\_\_\_

\*\*VEHICLE: \*\*OWNED \_\_\_\_\_ \*\*LEASED \_\_\_\_\_ \*\*MAKE \_\_\_\_\_ \*\*YEAR \_\_\_\_\_

\*\*LICENSE NO. \_\_\_\_\_

\*\*EMPLOYER NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

\*\*MERCHANT CREDIT ACCOUNTS:

	NAME	ACCOUNT NUMBER	YEAR OPENED
1.	_____	_____	_____
2.	_____	_____	_____

\*\*BANK CREDIT CARDS:

	NAME	ACCOUNT NUMBER	EXPIRY DATE
1.	_____	_____	_____
2.	_____	_____	_____

In consideration of The LEON'S granting credit for this application, authorization is given here for LEON'S to charge to the Bank Card accounts shown above any amount overdue beyond terms, or the amount of any dishonoured cheque presented in payment, plus service charge.

The undersigned acknowledges that this page is an integral part of the Application for Credit.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

FOR OFFICE USE

Account Approved

Customer Number \_\_\_\_\_

Date Opened \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Mm dd yy

Terms \_\_\_\_\_

Customer \_\_\_\_\_ Class \_\_\_\_\_ Type \_\_\_\_\_ Level \_\_\_\_\_

Credit Limit \_\_\_\_\_

Security Personal Guaranty \_\_\_\_\_ Other \_\_\_\_\_

Account Declined

Date \_\_\_\_\_

Remarks \_\_\_\_\_

Authorized By: \_\_\_\_\_