

## MID - 8064 Commercial Credit Application Return the completed and signed application your Dealer, OR send via: Fax: 877-321-6699, Email: help@bluetarp.com, or Mail: BlueTarp Financial, PO Box 17825, Portland, ME 041112

	ale Flooring #8930 Act	tivity Rd., Ste. A, San D	iego, CA 9	2126 * Pho	ne: (858) 695-9801 🔏	Fax: (858) 695-22	70 * www.dei	marwholesale.com	
Company Information Company's Legal Name				Doing business as (DBA), if different from Legal Name					
Company's Legar	iname		Doing busin	iess as (DDA), ii u	illerent irom Legal Name				
Physical Address (Street Required)			City			State	Zip		
Telephone			Fax			Company Website			
Billing Contact (First, MI, Last)			Email Address			Cell/Mobile			
Billing Address (if different from above)			City			State	State Zip		
Fed Employer ID I	Number (Tax ID)		Business St	tart Date		Annual Sales	# of Employe	es	
Type of Entity:	Corporation	Government	LLC	Limited Liability F	artnership		If Incorporated, Sta	ate:	
(Choose one)	General Partnership	Sole Proprietorship	Othe	er:			_ If Incorporated, Da	te:	
	<b>Ownership</b> (includ	les Officers, Partn	ers, Dire	ctors, or Pro	prietor)				
Name (First, MI, L	ast)		Title				Ownership %		
Home Address			City			State	Zip		
Name (First, MI, L	ast)		Title				Ownership %		
Home Address			City			State	Zip		
Name (First, MI, L	ast)		Title				Ownership %		
Home Address			City			State	Zip		
	npany (if applicabl	<u> </u>							
Company's Legal	Name	Address			City		State		
Public Filin Has the Applicant If yes, please exp	, or any principals involved in	n the company, ever filed fo	r protection u	ınder bankruptcy l	aws?	Yes	No		
	ences (include de	posit accounts and	d loans/li	ines of credi	t, if applicable)				
Bank Name		Contact Perso	on		Telephone		Fax		
Address		City			State		Account #s		
Bank Name		Contact Perso	on		Telephone		Fax		
Address		City			State		Account #s		
Trade Refe	rences								
Vendor's Name		Contact Perso	n		Telephone		Fax		
Address	Address City		State			Account #s			
Vendor's Name	's Name Contact Pers		on Telephone				Fax		
Address	City		State			Account #s			
Vendor's Name	ndor's Name Contact Perso			on Telephone			Fax		
Address		City	State			Account #s			
Purchasing	g Information								
Monthly Spen	d at this Dealer	Requested Credit I		ending on your creat and statement of	edit limit needs, we may rec cash flow.	uire a current financial	statement including	palance sheet,	
Number of Purcah	sers	Name # 1			Name #2			Additional names are attached	
	PURCHASER TRA	NSACTION LIMITS WILL I	DEFAULT TO	THE APPROVE	CREDIT LIMIT, TO CUST	OMIZE VISIT WWW.BI	.UETARP.COM	aro attaoriou	
DEALER USE	ONLY STD	EXT	RW	NRW	Orignal Customer ID	ВТ	B.	F_PDF_APP_0712	

## **BLUETARP FINANCIAL ACCOUNT AGREEMENT**

The BlueTarp Account is issued by, and credit is extended by, BlueTarp Financial, Inc., 443 Congress Street, 6th Floor, Portland, ME, 04101. Any references in this Agreement to "BlueTarp Financial" refer to BlueTarp Financial, Inc. or any third party designated by BlueTarp Financial, Inc. to act as issuer and/or servicer of the Account. BlueTarp is a trademark of BlueTarp Financial, Inc. In this Agreement, "we" and "us" refer to BlueTarp Financial. "You", "your", and "Applicant" refer to the business applicant identified in the commercial credit application. BlueTarp Financial is solely in the business of lending money to you to finance purchases you make from participating program merchants. BlueTarp Financial neither sells nor warrants goods or services obtained through such purchases.

If your application is approved, a commercial charge account ("Account") will be opened in the name of the Applicant. Your Account will be established for business, commercial or organizational purposes on behalf of your business. You agree that you will not use your Account (or allow your Account to be used) for personal, family or household purposes. You promise to pay all amounts owed under this Agreement, including any finance and late charges and any other charges that may be applicable from time to time. You agree to pay for all transactions made on your Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. Your obligations under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law.

A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at any time, without advance notice to you. All unpaid purchases, whether billed or unbilled, will be considered in determining your available credit. We may at any time, without advance notice to you, limit or terminate the use of your Account or terminate or suspend your right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of your Account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the outstanding balance of the Account according to the terms of this Agreement, and all of our rights will continue in full force and effect until all of your obligations are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

If your Account is established as a statement billed account, we will send you periodic billing statements reflecting all purchases and fees charged to the Account during the applicable billing period. Your statement billing cycle is closed on the 25th of each month. Statements are mailed and posted to your secure web account. Payment of the entire balance is due in full by the date indicated on your statement. If your Account is established as an invoice billed account, we will send you an invoice for each transaction. Payment of the transaction balance reflected in the invoice is due in full by the date indicated on your invoice. Your initial billing address is the address you specified in your application unless you notify us of a change in this information. Outstanding balances unpaid after the applicable due date will be considered delinquent and will be assessed a 1.5% finance charge and a \$29.00 late fee per billing period (or, if less, the maximum finance charge and late fee permitted under the law).

You may make payments in U.S. dollars by check or you may sign up to make payments by Electronic Funds Transfer ("EFT") from your designated bank account. EFT payments received before 4:00 p.m. ET will be credited to your Account the same day. EFT payments received after 4:00 p.m. ET will be credited to your Account the next day. Check payments will be credited to your Account promptly after receipt; however, crediting may be delayed if payment is not received in a proper form (including if payment is not accompanied by the remittance portion of your Account Statement). If your bank should fail to honor payment to

us, you agree to pa our insufficient funds/returned item fee of \$35.00 (or such lesser amount as is required by law). In addition, if your payment is dishonored, we may require immediate and full payment of all outstanding amounts.

To the extent permitted by applicable law, if we accept any late payment or partial payment (whether or not marked as payment in full), that acceptance will not: affect the due date of any other payment due under this Agreement, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing to BlueTarp Financial, P.O. Box 17825, Portland, ME 04112 and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owing under this Agreement.

Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due under this Agreement; (b) violate any other term of this Agreement or provide any information that is incorrect, incomplete or misleading in connection with this Agreement; (c) change your business form or there is a change in control of your business; (d) dissolve or cease to do business; or (e) become the subject of bankruptcy or insolvency proceedings. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein, including, without limitation, requiring immediate and full payment of all outstanding amounts.

In the event that you breach or default under the terms of this Agreement, you will be liable to us for all costs and expenses we incur in enforcing our rights hereunder, including late charges and fees and reasonable attorney fees or other costs of collection. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW). Any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Maine. In the event of a default under this Agreement, we may institute suit against you either in the State or Federal Courts within the State of Maine or in the jurisdiction in which you are geographically located or conduct business. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claim arising out of or relating to this Agreement.

This Agreement, together with any application you submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. We may amend this Agreement, including to impose additional or different fees or to change the terms of your Account, by giving you 15 days advance notice thereof; provided, however, we may suspend or terminate your Account or change your credit limit without any notice to you (as described in more detail above). This Agreement may not otherwise be amended. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you.

## PERSONAL GUARANTY(IES)

In consideration of our financing purchases under any Account established pursuant to this application, the undersigned guarantor(s) (each, a "Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under the Agreement upon demand without requiring us to proceed first against the Applicant or any other person or entity liable on the Account. Guarantor expressly agrees that we may change the terms of the Agreement, including raising rates, fees or credit limits, adding locations where the Account may be used, or if we assign the Agreement. Guarantor waives any notices regarding the Agreement or this guaranty and also waives all suretyship defenses.

Guarantor authorizes BlueTarp Financial to (a) utilize his/her personal credit (by obtaining a personal credit report and/or making direct inquiries of businesses where Guarantor's accounts are maintained in considering this application and subsequently in connection with any Account: (b) periodically review and share information about the experiences or transactions with Guarantor with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a personal credit report of Guarantor, to report the reason for denial

Name	DOB	Name	DOB	
SSN:		SSN:		
Signature (as an individual):		Signature (as an individual):		

## REQUIRED AUTHORIZATION

Applicant represents that the information in this application is complete and accurate. In the event that BlueTarp Financial approves the requested credit, Applicant agrees to be bound by the Agreement provided to Applicant with this application. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants and any other lawful sources in considering this application and subsequently in connection with any Account. We may also periodically review and share information about the experiences or transactions with Applicant with credit bureaus or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) Applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; and (iii) the Undersigned is authorized to execute this application on Applicant's behalf.

this application on Applicant's behalf.					
Name:	Title:				
Signature:	Date:				