

# NorthCape

## Trade Credit Application & Guaranty

### Company Information

Corporate Legal Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Sole Proprietor     Corp     Partnership     LLC     Other \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Federal ID # \_\_\_\_\_ Tax Exempt\*  Yes  No (if YES, attach certificate)

Date Business Established \_\_\_\_\_ Do You Own this Business Property? If Not, Who Does? \_\_\_\_\_

\*We are required to collect state sales tax for customers unless we are provided with an exemption certificate

### Officers/Owners/Partner Information (Note: Copy of driver's license is required for Sole Proprietor or Individual)

Name # 1 \_\_\_\_\_ Title \_\_\_\_\_

% Owned \_\_\_\_\_ Social Security Number \_\_\_\_\_

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

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name as it Appears on Valid Driver's License \_\_\_\_\_

Name # 2 \_\_\_\_\_ Title \_\_\_\_\_

% Owned \_\_\_\_\_ Social Security Number \_\_\_\_\_

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

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name as it Appears on Valid Driver's License \_\_\_\_\_

### Bank Reference

Bank Name \_\_\_\_\_ Account Number \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

### Business Trade Account References

Business Name \_\_\_\_\_ Phone \_\_\_\_\_

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

Business Name \_\_\_\_\_ Phone \_\_\_\_\_

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

Business Name \_\_\_\_\_ Phone \_\_\_\_\_

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

**Declaration**

I (we) agree that any and all credit extended now and hereafter by Chicago Wicker & Trading Company DBA NorthCape (seller) shall be subject to the following terms and conditions:

- 1) I (we) promise to pay the account within the terms stated on the applicable invoices, and promptly notify the seller of any defective product, shortages or disputed charges within thirty days of receipt of sellers invoice
- 2) If the account is not paid as agreed, I (we) agree to pay interest charges on the unpaid balance at the maximum rate allowable by state law. I (we) agree to pay all collection and/or attorney's fees incurred by seller fo the enforcement of our obligations to seller, whether or not suit is filed.
- 3) I (we) promise to notify seller in writing not less than 30 days prior to any proposed bulk transfer of Applicants assets.
- 4) This agreement is entered into and is performed in the County of Cook, State of Illinois, and any action brought here under shall be in said jurisdiction at the option of the seller.

The signing of this application authorizes the seller to perform the necessary credit investigation on the above company or individuals. I (we) authorize the above references to release information necessary for seller to make an informed credit decision. Seller is authorized to make all inquiries deemed necessary to determine my/our creditworthiness. Seller is authorized to answer questions about their credit experience with us, and share this information with other institutions to secure financing.

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

*(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)*

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

*(If Corporation, show title. If Partner or Owner, show which.)*

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

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

*(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - member; if Partnership - all partners)*

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

*(If Corporation, show title. If Partner or Owner, show which.)*

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

**Guaranty**

In consideration of credit being extended by seller to the applicant herein (the "Applicant"), whether the Applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors (collectively, the "Guarantor") each hereby (jointly and severally if more than one) unconditionally guarantee to seller the faithful payment when due, of all obligations of the Applicant to seller together with all fees and expenses incurred in a suit to enforce this Guaranty. The Guarantors each hereby expressly waive (1) all notice of acceptance of this guaranty, (2) all notices of extension of credit to Applicant, (3) presentment and demand for payment, (4) protest and notice to the Guarantors of dishonor or default by Applicant and (5) all other notices to Guarantors and all defenses given to sureties or guarantors at law or in equity other than payment. By signing below, the Guarantors authorize seller to make all inquiries deemed necessary to determine the creditworthiness of the Guarantors. Seller is authorized to answer questions about its credit experience with the Guarantors and to provide information regarding its credit experience with the Guarantors. The Guarantors acknowledge that acceptance of this guaranty is a material part of the consideration upon which seller is relying on to extend credit to the Applicant, that this guaranty is executed as an inducement to seller to consummate such extension of credit, and that this Guaranty is in the Guarantors' interest and Guarantors' direct or indirect benefit. Guarantor agrees that any action to enforce this Guaranty shall be made at seller's discretion in Chicago, Illinois or where Guarantor is located, Guarantor submits to the jurisdiction and venue of any court sitting in Cook, County, Illinois.

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

*(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - manager; if Partnership - all partners)*

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

*(If Corporation, show title. If Partner or Owner, show which.)*

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

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

*(Signature: if Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer or Secretary; if LLC - manager; if Partnership - all partners)*

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

*(If Corporation, show title. If Partner or Owner, show which.)*

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