



## Credit Application

Thank you for choosing EverBlock Systems, LLC for your modular building needs.

To enable us to process this application without delay, please fill out this form completely and return a scanned copy via email: [sales@everblocksystems.com](mailto:sales@everblocksystems.com)

Don't hesitate to call us with any questions: 844-422-5625

Sincerely,

Credit Department – EverBlock Systems, LLC

### COMPANY INFORMATION

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

Parent Company Name (if any): \_\_\_\_\_

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

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

Tax ID Number / Resale Number: \_\_\_\_\_

Buyers / Contact Name: \_\_\_\_\_

Buyers Mobile Phone: \_\_\_\_\_

Buyers Email: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

## ADDITIONAL BUSINESS INFORMATION

# of years in business: \_\_\_\_\_

# of years at this location: \_\_\_\_\_

Type of Business (Circle one)

Individual / Sole Proprietor

Corporation

Partnership (LLC)

President, Partner, or Owner's Name(s) (List all owners):

Financial Controller, CFO, or Treasurer Name (if applicable):

Have any of the above persons ever declared bankruptcy in any of their businesses (circle one)?

No

Yes (If yes, give name and brief explanation below)

Are you listed in D & B (Circle Yes or No)?

No

Yes

Account # \_\_\_\_\_

### BANK INFORMATION

Name of Bank: \_\_\_\_\_

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

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

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

Contact Telephone # \_\_\_\_\_

**Trade References** (must have complete addresses, phone & fax numbers)

(1)

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Name, Address, City, State, Zip

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Phone

Email

(2)

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Name, Address, City, State, Zip

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Phone

Email

(3)

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Name, Address, City, State, Zip

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Phone

Email

By providing the above information you give permission for Signature Systems Group, LLC to perform a credit check and to contact references, bank, and other sources for information necessary to establish credit terms.

Please mail to:      EverBlock Systems, LLC.  
                                 Attn: Arnon Rosan  
                                 790 Madison Avenue – Suite 601  
                                 New York, NY 10065

Or email a signed copy to:

[sales@everblocksystems.com](mailto:sales@everblocksystems.com)

I certify that the above information is true to the best of my knowledge:

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Signature of Officer

Date

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Name of Officer

Title

## TERMS AND CONDITIONS OF SALES

This is your agreement with EverBlock Systems, LLC (hereinafter referred to as EverBlock) in connection with approval of your credit application. This agreement covers terms for payment for goods and services for your business. For purposes of this agreement, you and/or your business and company shall be hereinafter referred to individually or collectively as “you” or “your”).

1. You hereby agree to pay all amounts due for goods and services purchased from EverBlock, plus any finance charges and any other charges and fees that may be levied or accrue, according to the terms of this agreement to:

EverBlock Systems, LLC.  
790 Madison Avenue – Suite 601  
New York, NY 10065

2. As security for any amounts due to EverBlock, you hereby grant to EverBlock a security interest in all goods and services purchased from EverBlock, together with cash and non-cash proceeds of such goods and services, including, without limitation, chattel paper and accounts receivable.

3. This credit application will be retained by EverBlock whether or not credit is extended to you. EverBlock reserves the right at any time to suspend credit, change the credit terms, or demand adequate security from you when, in EverBlock’s sole opinion, your financial condition so warrants. In the event any billing is not paid when due, outstanding balances, regardless of prior terms, will become immediately due and owing. Acceptance by EverBlock of less than full payment shall not be construed as a waiver of EverBlock’s rights hereunder or at law. Payments received by you may in EverBlock’s sole discretion, be applied to such portion of your unpaid accounts as EverBlock deems appropriate.

4. Shipments will be made on a cash basis until a signed credit application is on file and credit is established. Unless otherwise agreed in writing, terms of credit payment are as follows: net amount of invoice to be paid within thirty (30) days following invoice date. Invoices not paid within 30 days become past due and delinquent. Accounts 60 days past due will be put on automatic C.O.D. shipment until your account is current. Two late payments in one year may result in the denial of future credit privileges.

5. A finance charge will be assessed on delinquent accounts at the rate of eighteen (18) per cent per annum or .049315% per day, which shall accrue from the date payment is due, until paid.

6. You agree to pay, in the event your account become delinquent, all of EverBlock’s collection and attorney fees associated with collection of the account, plus all attendant costs, whether or not litigation is initiated. It is further agreed that in the event suit is instituted to enforce any of your obligations under this agreement, the venue of such suit may, at EverBlock’s choice, be in New York, NY.

7. You authorize EverBlock to inquire into and obtain from any bank, lending institution, or credit reference, whether or not listed in this Credit Application, any and all information relating to your credit worthiness or financial condition.

8. You agree to notify EverBlock, in writing, thirty (30) days prior to any change of ownership in your business and further agree to be liable for all purchases by your buyers, should the said notification not be given. EverBlock may, regardless of the terms stated herein or on any invoices, require all outstanding account balances to be paid in full on demand upon change of ownership, and may refuse to make further sales or extend further credit pending approval of the buyer's credit, which approval shall be in EverBlock's sole discretion.

9. In the event that you are a partnership, it is understood and agreed that each and every partner of said partnership and the marital communities consisting of each partner and his respective spouse, if married, are jointly and severally liable for payment to EverBlock of all obligation and indebtedness which you have incurred or are under or may incur or be under to EverBlock.

10. The terms and conditions of this Credit Application shall be valid and binding upon you and guarantors who have executed this Credit Application, without notice to the undersigned of its acceptance, and notwithstanding the non-execution hereof by any of the within named owners, partners, officers, and/or guarantors, or by you, and said terms (including successor partnerships and/or corporations of you and/or of the guarantors, regardless of the changes in name and/or membership) and assignee of yours and the Guarantors.

11. All orders are subject to written acceptance by EverBlock. Prices, product listings, line drawings, catalogs, sizes, weights, and manufacturing details, are subject to change without notice.

12. You agree that all sales are final. Any returned equipment, supplies, inventory, or other goods which EverBlock elects to accept may be subject to a restocking charge.

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Your (Company) Legal Name

Dated

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Signature of Officer, Owner, or Partner (Please Print or Type Name)

All information provided to EverBlock is held in strictest confidence and is used to help establish credit with EverBlock Systems, LLC. By carefully screening prospective credit clients, we eliminate bad accounts and assure you of lower prices.

If you have any questions concerning this application, please call us at 1-844-422-5625 or write us at: [sales@everblocksystems.com](mailto:sales@everblocksystems.com).

Thank you for your cooperation.



# PERSONAL GUARANTEE

GUARANTEE

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

I, (Name) \_\_\_\_\_, residing at

(Address) \_\_\_\_\_, do

hereby personally guarantee payment of all obligations to EVERBLOCK SYSTEMS, LLC, of

(Company) \_\_\_\_\_, of which I am

(Title) \_\_\_\_\_, including all interest, attorney fees and charges, and do hereby bind myself to pay EVERBLOCK SYSTEMS, LLC. on demand any sums which may become due it by Company, whether or not demand has been made of Company. It is my understanding that this guarantee shall be continuing and irrevocable for such indebtedness of Company to EVERBLOCK SYSTEMS, LLC, as presently exists or may hereafter accrue. I do hereby waive all notices and demand of any kind, including notice of default or nonpayment or deferred payment, and consent to any modification or renewal of the above credit agreement or any release or modification for security thereafter. Additionally, the undersigned guarantor agrees to pay EVERBLOCK SYSTEMS, LLC fees associated with the collection of the account and costs incurred in enforcing this guarantee, plus all attendant collection costs, whether litigation is initiated or not. I also agree that the venue of any action against Company may, at EVERBLOCK SYSTEMS, LLC's discretion, be in Manhattan, NY.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Please print/type name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Please print/type name