Mountain/Service Distributors

Full Line Convenience Products Distributor

CREDIT APPLICATION **SALES PERSON** _____

The undersigned company is applying for credit with Mountain/Service Distributors and agrees to abide by the standard terms and conditions of Mountain/Service Distributors as printed in this application.

Company name _____ DBA _____

Contact person _____ Contact person for A/R _____

Mailing Address _____City _____ State _____ Zip _____

Business/Delivery Address _____City _____ State _____ Zip _____

Phone (___) _____ Fax (___) _____ Cell (___) _____ Email: _____

Federal tax ID _____ **(Include a copy of your resale certificate)** County _____

Type of business _____ Date business established _____

Do you [ ] own or [ ] rent the premises where deliveries will be made. Owner's Name _____

Address _____ Phone (___) _____

Store Front Name &/or Gas Station Brand _____

Earliest time for accepting deliveries _____ Latest time for accepting deliveries _____

Are you a: (Check one) ☐ **CORPORATION** ☐ **PARTNERSHIP** ☐ **LIMITED LIABILITY COMPANY** ☐ **SOLE PROPRIETORSHIP STATE OF INCORPORATION** _____

Complete the below personal information of two corporate officers, all partners and/or the sole proprietor.
(Include a copy of your driver's license)

Name _____ Residence _____ City _____ State _____
Zip Code _____Title _____ Social Security # _____ DOB _____
Phone (___) _____ Drivers License # _____ State _____ Date Issued _____

Name _____ Residence _____ City _____ State _____
Zip Code _____Title _____ Social Security # _____ DOB _____
Phone (___) _____ Drivers License # _____ State _____ Date Issued _____

TRADE REFERENCES (No C.O.D. Accounts or Beer Distributors)

#1 Name _____ Phone (___) _____
Address _____ City _____ State _____ Zip _____
#2 Name _____ Phone (___) _____
Address _____ City _____ State _____ Zip _____

BANK REFERENCES (Include a voided check or a check copy)

#1 Name _____ Account # (s) _____
Address _____ Phone (___) _____ Contact _____
#2 Name _____ Account # (s) _____
Address _____ Phone (___) _____ Contact _____

40 Lake Street/PO Box 520
South Fallsburg, NY 12779
845-434-5674 Fax 845-434-0059

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GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE:

1. **PERSONAL GUARANTEE: I/we, the signor, hereby personally and unconditionally guarantee and promise timely and full payment of all obligations set forth herein, or hereafter incurred. If the credit customer is a corporation, the signor of this application, whether signing as an officer or not, personally guarantees payment for all items purchased on credit by the corporation.**
2. **All sales, unless otherwise provided in the purchase order or therein, are final.**
3. **If approved for credit terms, the payment for goods or services purchased upon credit is due in full, no later than your approved terms, from the date upon the original invoice.**
4. **The Applicant agrees, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.**
5. **No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.**
6. **Interest shall accrue on overdue account balances at an annual rate of eighteen percent (9%), calculated at the rate of 1½ % per month from the original invoice date until the date such overdue balances are paid.**
7. **A charge of $50, $75 or $100 shall be imposed to cover the costs of handling any of Applicant's check/ACH returned Dishonored (this amount varies with the amount of the bounced check/ACH). Seller reserves the right to place Applicant on a C.O.D. or C.O.D./USC basis upon receiving two (2) dishonored checks within one year.**
8. **Any damages, non-conformance or shortage upon delivery shall be brought immediately to the attention of the Seller's customer service, or other authorized agent. Failure by the Applicant, or its employees or agents, to notify Seller within twenty four (24) hours following delivery, or scheduled delivery in the case of shortages, regarding any damaged goods, non-conformance or shortage shall be deemed acceptance of delivery.**
9. **Applicant understands and agrees to abide by these Terms of Sales and to make timely payments.**
10. **If Applicant's financial responsibility becomes impaired or unsatisfactory to the Seller, or in the event the Applicant shall fail to comply with any of these Terms of Sale, or Terms and Conditions written on any purchase order, the Seller may require the Applicant provide advance payment to the Seller, and the Seller may withhold further deliveries until such payment is received. Should such condition remain uncured for a period of thirty (30) days, all outstanding balances shall immediately become due and payable.**
11. **The Applicant shall reimburse Seller for any collection agency, attorney fees, interest or other related expenses incurred in collecting any account balances.**
12. **In the event that the Applicant shall fail to make payment for such goods within ninety (90) days from the date of delivery, the Seller shall have the right, upon written notice to the Applicant, to enter Applicant's premises and reclaim title and possession of any goods or equipment for which payment has not been made.**
13. **Applicant, its officers, agents and employees shall abide by all applicable laws regarding the sale and distribution of tobacco products to minors, and shall indemnify and hold harmless Seller, its officers, employees or agents from any claims or liability from any violation therefore by Applicant, its officers, agents or employees.**
14. **Applicant shall update this credit application so that all information is accurate and current.**

I represent that this information is true and is given to induce Mountain/Service Distributors to extend credit to the applicant. My company and I authorize Mountain / Service Distributors to make such credit investigation as Mountain/Service Distributors sees fit, including contacting the trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Mountain/Service Distributors any and all information concerning the financial and credit history of my company and myself.
I hereby certify that I have authority to open this account on behalf of the Applicant, and I have read the terms and conditions stated above and agree to all of these terms and conditions.

Authorized signature: _____ Printed name: _____

Title: _____ Date: _____ Store Name/City: _____

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