

# COMMERCIAL ACCOUNT CREDIT APPLICATION



# HANDYMAN

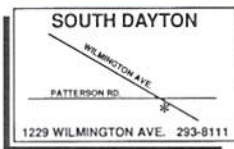
# ACE<sup>®</sup>

# Hardware

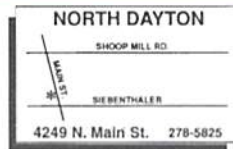
9 GREAT HARDWARE STORES WAITING TO SERVE YOU!



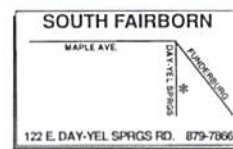
**KETTERING**  
1950 E. Stroop Rd.  
424-8570



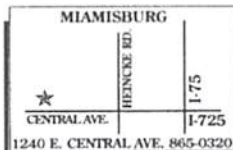
**SOUTH DAYTON**  
1229 Wilmington Ave.  
293-8111



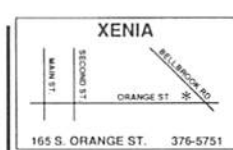
**NORTH DAYTON**  
4249 N. Main St.  
278-5825



**FAIRBORN**  
122 E. Dayton Yellow Springs Rd.  
879-7866



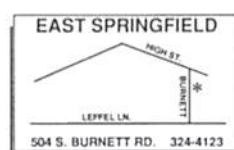
**MIAMISBURG**  
1240 E. Central Ave.  
865-0320



**XENIA**  
165 S. Orange St.  
376-5751



**CENTERVILLE**  
7845 Clyo Rd.  
433-5536



**SPRINGFIELD**  
504 Burnett Rd.  
324-4123



**NEW CARLISLE**  
3300 S. Dayton Lakeview Rd.  
849-1306



# APPLY TODAY!!!

## CONTRACT CHARGE ACCOUNT AGREEMENT

**I. Account:** While we, Handyman Ace Hardware, Inc. (collectively the Seller) have offered to sell products and related services (if any), described in the sales invoices for the cash prices thereon, you (the Buyer) have chosen to apply for this Business Charge Account for your business use and to purchase merchandise on open account under the terms of the Agreement. Therefore, in consideration of the granting of account privileges by us, you promise to pay us a credit price for any purchases of our products or services made on this Account. You hereby agree that this Account shall be used only for the purchase of Seller's products and/or for your business use.

**II. Credit Line:** You agree that we may establish a Credit Line (limit) for your convenience and that your credit purchases at any one time will not exceed your Credit Line. You will be advised of your Credit Line when your account is approved. You agree that we may change your Credit Line from time to time based on our evaluation of changes in your credit capacity and your performance under this Account.

**III. A. Billing Terms:** You agree that if an Account is opened pursuant to this Agreement, this Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, you agree to accept our descriptive billing system accounting for all purchases on said Account. Seller's invoice number will be the reference number used for billing purposes to identify purchases and transactions of merchandise/services. Upon establishment of an Account, you agree to pay, at such place as we designate, in accordance with the billings, the then current payment schedule amounts for the use of this Account, and all applicable charges which may then be in effect.

**B. Monthly Payment:** Until we shall give written notice to you of a change therein, our terms are net 30. All invoices are to be paid in full thirty days from invoice date. We do not agree to defer payment or collection beyond this date and may take action to enforce our rights, regardless of any Late Charge or partial payments that may be made.

**C. Late Charge:** Whenever the entire monthly payment, as described above, is not paid when due, you will be assessed a Late Charge on the unpaid portion of the monthly amount due, at a monthly rate of 1-1/2%, (18% per annum), or the maximum rate permitted by applicable law, whichever is less, beginning as of the statement date and continuing until payment.

**D. Application of Payment:** Unless otherwise directed, payments will be applied against open items on the billing statement, or if not possible, against open items in order of age, with any remaining payment held as general credit against unpaid invoices.

**IV. Security:** You are giving us and we are retaining a purchase money security interest in the merchandise purchased under this Agreement until the Debt for that merchandise is paid in full. This permits us, under certain circumstances as provided by law, to take back or repossess the merchandise if you do not pay for it under the terms of this Agreement.

**V. Default:** If you do not pay the balance when due or breach any other terms of this Agreement, we may demand the entire unpaid balance to be paid immediately and, as provided by law, commence any legal action for collection of the balance due. We may also pursue any other legal action deemed necessary or appropriate with respect to the Account. You agree to pay reasonable attorneys' fees and court costs. You consent and agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Ohio, and you consent and agree that the jurisdiction and venue for such proceeding shall lie exclusively with such courts. We also reserve all rights and remedies pertaining to repossession and resale of any repossessed merchandise as provided by law.

**VI. Changes in Terms:** You agree that we may change the existing rates, charges, and other terms of this Agreement, as well as introduce new terms (such as non-sufficient check charges), as may be authorized by law. Any such amendments will apply to the existing balance of your Account.

**VII. Credit Capacity:** You give us the right to investigate your business and/or personal credit capacity and credit history. We are authorized to furnish information about the Account and you to credit reporting agencies and others who may lawfully receive this information.

**VIII. Cancellation:** We and you have the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. You, of course, remain obligated to pay for any balance existing prior to cancellation.

**IX. Assignment:** We reserve the right to assign all or part of the terms and/or conditions of this Agreement at any time, without prior notice to you.

**X. Conditions Of Sale:** You agree that Any purchase under this Agreement will be subject to the terms and conditions found in our invoice or order forms, and that the terms set out in any different form shall not apply, even though the form may be submitted to or accepted by us as evidence of the order.

**XI. Entire Agreement:** This is our entire Agreement. No changes can be made except in writing signed by an authorized representative of Handyman Ace Hardware, Inc.

NOTICE TO BUYER: THIS AGREEMENT SHALL NOT BE BINDING OR ENFORCEABLE UPON HANDYMAN ACE HARDWARE, INC. UNTIL AFTER YOUR CREDIT IS APPROVED. PLEASE TEAR OFF THIS AGREEMENT AND RETAIN FOR YOUR RECORDS.

COMMERCIAL/BUSINESS APPLICATION (PLEASE TYPE OR PRINT)	FOR OFFICE USE ONLY		DATE:
	ACCOUNT#	SALESPERSON	
COMPANY NAME (FULL LEGAL NAME) _____			
BILLING ADDRESS _____		EMAIL ADDRESS _____	
CITY _____ STATE _____ ZIP CODE _____		PHONE ( ) _____	
PARENT COMPANY (IF APPLICABLE) _____			
ADDRESS _____			
CITY _____ STATE _____ ZIP CODE _____			
CHECK ONE: PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> STATE INCORPORATED IN _____			
NAME OF PROPRIETORS, PARTNERS, OR OFFICERS			
Name	Title	Home Address (street, city, zip code)	
TAX EXEMPT (Y) OR (N) _____ TAX ID NUMBER _____			
HOW LONG IN BUSINESS _____ TYPE OF BUSINESS _____			
HAS YOUR COMPANY MADE ANY PURCHASES IN THE LAST 12 MONTHS FROM HANDYMAN ACE HARDWARE? _____			
<b>BUSINESS CREDIT REFERENCES:</b>			
Name (Trade References)	Address	Phone Number	Account Number
METHOD OF AUTHORIZING PURCHASES: (Please review and check below the method(s) you will be authorizing purchases on your account if approved)			
<input type="checkbox"/> P.O. Required on all purchases		<input type="checkbox"/> Authorized signature file. If yes, complete Names/Titles of Authorized	
<input type="checkbox"/> Open purchase order			
<input type="checkbox"/> Telephone verification. If yes:			
Name of Contact _____			
Telephone Number ( ) _____			
Names/Titles of Authorized Purchasers (Attach list if more necessary)		NUMBER OF FULL TIME EMPLOYEES _____	
Print Name	/ Title	This Business is: (Check one)	
1. _____	/ _____	<input type="checkbox"/> New Residential Construction <input type="checkbox"/> Manufacturing	
2. _____	/ _____	<input type="checkbox"/> Residential Remodeling <input type="checkbox"/> Wholesale	
3. _____	/ _____	<input type="checkbox"/> Commercial Construction <input type="checkbox"/> Government	
4. _____	/ _____	<input type="checkbox"/> Property Management <input type="checkbox"/> Service (Accounting, Barber Shops, Insurance, etc.)	
5. _____	/ _____	<input type="checkbox"/> Retail <input type="checkbox"/> Other	
6. _____	/ _____		
THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED AND READ THE BUSINESS CHARGE ACCOUNT AGREEMENT AND PERSONAL GUARANTY (IF APPLICABLE), AND THAT SUBMISSION OF THIS APPLICATION AND ACCEPTANCE OF THE TERMS OF THE AGREEMENTS ATTACHED HERETO, AND MADE A PART HEREOF, ARE THE DULY AUTHORIZED ACTS OF AND ARE BINDING UPON THE COMPANY (BUYER). COMPANY ACKNOWLEDGES THAT SUCH APPLICATION AND AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECTIVE UNLESS OTHERWISE AMENDED, RESCINDED OR TERMINATED BY SELLER. THIS AGREEMENT IS DEEMED TO HAVE BEEN MADE AND ENTERED INTO THE STATE OF OHIO AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF OHIO EACH ACCOUNT WILL BE ISSUED BY SELLER TO THE COMPANY NAMED HEREIN.			
THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT AND COMPANY UNDERSTANDS THAT ANY FALSE INFORMATION MAY RESULT IN CANCELLATION OF ANY ACCOUNT WHICH MAY BE ESTABLISHED.			
NAME OF COMPANY _____			
AUTHORIZED SIGNATURE _____			
TITLE _____		DATE _____	

**A COMMERCIAL CHARGE ACCOUNT AT HANDYMAN ACE HARDWARE MAKES GOOD SENSE.**

# PERSONAL CREDIT INFORMATION/GUARANTY

MUST BE COMPLETED IF THIS ACCOUNT IS FOR A CORPORATION IN BUSINESS LESS THAN 2 YEARS, A PARTNERSHIP, OR SOLE PROPRIETORSHIP

## PERSONAL CREDIT INFORMATION

First Name	Initial	Last	Birthdate	<input type="checkbox"/> Own <input type="checkbox"/> Rent	# Dependents	SS Number	
Present Home Address	(Number & Street)	Payment/Rent Per Mo.	How Long?	Home Phone #			
City	State	Zip	Previous Address	City	State	Zip	How Long?
Previous Employer	Address		City	State	Zip	How Long?	
Business Name	Business Address		City	State	Zip	How Long?	
Occupation	Monthly Salary		Business Telephone				
Name & Address of Nearest Relative Not Living With You			Telephone #				

## PERSONAL GUARANTY

**I. OBLIGATIONS:** As an inducement to Handyman Ace Hardware, Inc. (collectively the "Seller") to grant credit, or assume a credit risk, from time to time, in respect to sales of goods made by Seller to the applicant herein, or in respect of any other type of transaction by which Seller may become the creditor of the applicant, the undersigned shall pay to Seller promptly when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of the applicant or loss of contribution from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness due to Seller from the applicant, including applicable service fees and any lawful interest, whether originating in transactions between Seller and the applicant, or assigned or transferred to Seller, together with all expenses of collection and reasonable counsel fees incurred by Seller by reason of the default of the applicant.

**II. TERM OF GUARANTY:** This is a continuing Guaranty, and shall be revocable only as to transactions entered into by Seller fourteen (14) or more days subsequent to the receipt by Seller of notice of termination sent by the undersigned by registered or certified mail to Handyman Ace Hardware, 11 North Grand Avenue, Fairborn, Ohio 45324.

**III. CONSENT AND WAIVER:** The undersigned waives notice of acceptance hereof, and notice of orders, sales, and deliveries to the applicant, and of the amounts and terms thereof, and of all defaults or disputes with the applicant, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting his/her liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptances, or any other form of obligation for the applicant's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsement. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of the applicant, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Seller and the applicant, or the applicant and any other person whose claims against the applicant have been or shall be assigned or transferred to the Seller.

**IV. CHARACTER OF OBLIGATION:** The obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of the applicant to Seller. This obligation shall be enforceable before or after proceeding against the applicant or against any security held by Seller and shall be effective regardless of the solvency or insolvency of the applicant at any time, the extension or modification of the indebtedness of the applicant by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the applicant, or any other change in the composition, nature, personnel, or location of the applicant.

**V. LIABILITY:** All liabilities of the applicant and of the undersigned shall mature immediately upon the insolvency of the applicant, the inability of the applicant to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the applicant or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by applicant, or if any of the foregoing events shall occur with respect to the undersigned.

**VI. CONSTRUCTION:** Nothing herein contained shall be construed as an obligation on Seller's part to sell goods or extend credit to the applicant, or as an obligation to continue to sell goods or extend credit. Seller's records showing the account between Seller and the applicant shall be admissible in evidence in any action or proceeding involving this Guaranty, and the records shall be prima facie proof of the items therein set forth. This Guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of, the State of Ohio.

**VII. BENEFIT:** This Guaranty shall be binding upon the undersigned, his or her legal representatives, and assigns, and shall ensure to Seller's benefit and to the benefit of Seller's successors and assigns.

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

If your Business is remodeling, manufacturing, retail, building maintenance, school and government agencies, or property management, our **Handyman Commercial Account Program** can be of help to your company.



FAIRBORN OH 45324-9969  
11 N GRAND AVE  
HANDYMAN ACE HARDWARE  
POSTAGE WILL BE PAID BY ADDRESSEE



FIRST-CLASS MAIL PERMIT NO. 71 FAIRBORN, OH  
**BUSINESS REPLY MAIL**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



FOLD ALONG DOTTED LINE AND STAPLE

## Consider these advantages:

- **Convenient Itemized Charges And Monthly Statements**
- **No More Petty Cash Problems**
- **Credit At All Handyman Locations**
- **Handyman Is Open 7 Days Per Week - 78 Hours Total**
- **Thousands Of Needed Items For Your Use - In Stock**
- **“No Quibble” Satisfaction Guarantee -- Always**
- **Delivery Available -- To Your Door**
- **10% Monthly Discount**