

VIOLA BROS., INC.
180 WASHINGTON AVE.
NUTLEY, NJ 07110
TEL. # 973-667-7000 FAX # 973-667-2048

**MASONRY AND
LUMBER SUPPLIES
ESTABLISHED 1911**

CREDIT APPLICATION AND GUARANTEE

DATE: _____ PHONE # _____ FAX# _____

NAME OF COMPANY OR INDIVIDUAL _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

YEAR ESTABLISHED: _____ EMPLOYER ID # _____

FORMERLY DOING BUSINESS AS: _____

LIST NAMES OF ALL OWNERS OR PRINCIPAL CORPORATE OFFICER:

A) NAME: _____ SOCIAL SECURITY # _____

HOME ADDRESS: _____ PHONE # _____

B) NAME: _____ SOCIAL SECURITY # _____

HOME ADDRESS: _____ PHONE # _____

C) NAME: _____ SOCIAL SECURITY # _____

HOME ADDRESS: _____ PHONE # _____

TRADE REFERENCES:

A) _____ PHONE # _____

B) _____ PHONE # _____

C) _____ PHONE # _____

INVOICES ARE DISCOUNTABLE, 1% IF PAID THE 10TH OF THE MONTH FOLLOWING INVOICING, NET 30 DAYS. A SERVICE CHARGE OF 1½% PER MONTH WILL BE MADE ON BILLS REMAINING UNPAID AFTER 30 DAYS FROM THE END OF MONTH IN WHICH INVOICED. SALES TAX WILL BE CHARGED ON ALL MATERIAL UNLESS WE RECEIVE A SIGNED EXEMPTION CERTIFICATE BEFORE THE FIRST DELIVERY. IF THIS ACCOUNT IS PLACED IN THE HANDS OF A BONDED COLLECTION AGENCY OR ATTORNEY FOR COLLECTION, THE UNDERSIGNED SHALL PAY AN AMOUNT EQUAL TO 25% OF THE UNPAID PRINCIPAL AND INTEREST AS A COLLECTION FEE, WHICH AMOUNT THE UNDERSIGNED AGREES IS REASONABLE.

ALL PRINCIPALS MUST SIGN:

A) _____ L.S. DATE: _____
(PRINT NAME) (LEGAL SIGNATURE)

B) _____ L.S. DATE: _____
(PRINT NAME) (LEGAL SIGNATURE)

C) _____ L.S. DATE: _____

PERSONAL GUARANTEE

In consideration of Viola Bros., Inc. extending credit to _____ (**herein called "the Company"**) I/we individually, jointly and severally do hereby **PERSONALLY AND UNCONDITIONALLY GUARANTEE** to Viola Bros., Inc. the payment of indebtedness of the Company including any and all costs of collection, taxes, and surcharges. A service charge of 1 1/2% per month will be made on bills remaining unpaid after 30 days from the end of the month in which invoiced. If this account is placed in the hands of a bonded collection agency or an attorney for collection, the undersigned shall pay an amount equal to 25% of the unpaid principal and interest as a collection fee, which amount the undersigned agrees is reasonable. The undersigned waives notice of acceptance of this guarantee by Viola Bros., Inc. and notice of default or of non-payment or any of the liabilities. Any change in ownership interest or relationship of Guarantor to the Company shall not relieve Guarantor of obligations under this personal guarantee.

Guarantor agrees that the Personal Guarantee shall not be discharged or otherwise affected by his death, incapacitation, or insolvency and that it shall also bind his heirs, assigns, executors and administrators. The Guarantor agrees that Viola Bros., Inc. may assign this Personal Guarantee to any other person or entity without the necessity of his/her consent.

This Personal Guarantee shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the choice of law provisions thereof. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of the State of New Jersey for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Personal Guarantee. The Guarantor irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Guarantor agrees by signing this Personal Guarantee to authorize Viola Bros., Inc. and its agents to investigate his/her business and **personal credit history**. The Guarantor represents to Viola Bros., Inc. that he/she is financially able to honor this Personal Guarantee and agrees that he/she will not enter into any agreement or take any action that would adversely affect his ability in any material way to honor this Personal Guarantee.

By signing the Personal Guarantee, **I agree to be individually, jointly and severally, liable if the Company fails to pay for any merchandise received from Viola Bros., Inc.** The use of any titles shall in no way be deemed to limit the personal guarantee.

Signature: _____ Social Security # _____

Print Name _____ Date _____

By signing the Personal Guarantee, **I agree to be individually, jointly and severally, liable if the Company fails to pay for any merchandise received from Viola Bros., Inc.** The use of any titles shall in no way be deemed to limit the personal guarantee.

Signature: _____ Social Security # _____

Print Name _____ Date _____