



J. P. Mascaro & Sons

2650 Audubon Road
Audubon, PA 19403

267-933-6080

Credit Office

FAX 267-933-6081
credit@jpmascaro.com

A printable version of this form may
be downloaded at:
www.jpmascaro.com/credit.html

Commercial Credit Application

Please complete all sections and return original to the above address. To speed processing, you may FAX a copy but the original, signed copy must still be returned in the mail prior to approval.

Applicant Business or Corporate Name: _____ Store _____

Type Of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

Billing Address: _____

Service Address: _____

Telephone: _____ FAX: _____ Company E-Mail: _____

State Of Incorporation: _____ Date Business Started: _____

Federal Tax ID Number: _____ Nature Of Your Business: _____

Information on Owner(S), Partners, or Corporate Officers.

Name & Title

Home Address

Social Security Number

1. _____

2. _____

3. _____

Bank References:

Name: _____ Acct No: _____ Phone: _____

Trade References:

1. Name: _____ Phone: _____

Address: _____ FAX: _____

2. Name: _____ Phone: _____

Address: _____ FAX: _____

3. Name: _____ Phone: _____

Address: _____ FAX: _____

Are there any lawsuits, liens or judgments existing against your firm? ☐ Yes ☐ No

In consideration of the extension of credit, the undersigned agrees to the following terms for each and every sale between J. P. Mascaro ("Company ") and applicant:

1. The applicant agrees to pay for all goods purchased, equipment or services rendered, to the applicant or the applicant's representative in accordance with the terms of this credit agreement unless otherwise agreed to in writing by both parties. Payment terms are net 30 days. Applicant agrees that each of the terms and conditions of sale, whether stated on the invoice or not, shall be a term of the contract of each sale from our company to the applicant. Company may suspend credit without incurring any liability. Applicant understands that mechanical failures, equipment breakdowns, acts of god and/or circumstances beyond our control may result in company not performing service on schedule. However, company will pick up the same volume of waste and therefore cannot allow payment deductions.
2. Applicant and company agree this credit application / agreement is a written commercial contract. In the event of a dispute arising from the extension of credit or sale of goods and/or services, the parties agree the contractual agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for legal actions is further agreed to be within any court of competent jurisdiction within the Commonwealth of Pennsylvania as selected solely by the company. Applicants residing, operating or conducting business outside the Commonwealth of Pennsylvania or whose corporate registration is other than the Commonwealth of Pennsylvania expressly waive their right to select venue and hereby grant the company exclusive right to choose the judicial venue for legal matters within the applicant's state court system. Federal actions, if applicable, shall be initiated in the Eastern District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial.
3. Should it become necessary to institute collection efforts, the applicant agrees to pay all collection costs and attorney fees in an amount of 20% of the outstanding balance, in addition to all other sums due. Further, applicant agrees to pay a monthly service charge of 1?% monthly, 18% annually, on all sums due which have not been paid in the event collection efforts are instituted.
4. Applicant gives authorization to obtain credit and financial information concerning the applicant at any time and from any source. In the event that the undersigned is / are individual (s), the signing of this agreement shall constitute authorization to company to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit company to evaluate the extension of any business credit.
5. In the event any one or more of the provisions contained in this credit agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
6. An account is in default under this agreement whenever the account holder fails to comply with the above terms and conditions of this contractual agreement. Upon notice, all sums outstanding shall become due and payable and company may, at its option, institute collection efforts to collect the outstanding indebtedness.
7. A faxed, scanned, electronically transmitted and/or other reproduction of this document with signatures shall be legal and binding and shall suffice for evidentiary purposes in the event collection efforts are undertaken.

Intending to be legally bound, the undersigned certifies all information on this application is true and correct. The undersigned has read, understands and hereby agrees to the terms and conditions of this credit application and contractual agreement. The undersigned represents that he / she has the authority to enter into this agreement on behalf of the applicant.

If an individual or partnership, sign here: _____ Print name: _____

If applicant is a corporation, officer or authorized signature required here:

Print name: _____ title: _____ Print name: _____ title: _____

Signatures: _____ date: _____ Signatures: _____ date: _____

Personal Guarantee of Business Obligations

In consideration of your extending credit at my / our request to the above named applicant. I / we as guarantor(s) hereby jointly and severally (if there is more than one guarantor), personally, unconditionally and absolutely guarantee to you the payment of any obligation of the above company whenever the applicant shall fail to pay the same. Guarantor(s) agrees to pay all collections costs associated with the collection of the debt amount including attorney fees of 20% of the outstanding balance. This guarantee shall be enforceable before or after proceeding against applicant, or simultaneously herewith and without resort to any security. This guarantee shall continue in force until notice in writing of termination is sent to J. P. Mascaro & Sons, attn: Credit Manager, 2650 Audubon Road, Audubon, PA 19403, by registered or certified mail, return receipt requested. Such termination must provide 30 days prior written notice. Upon the expiration of the 30 day period, guarantor's obligations and liabilities shall only apply with respect to outstanding balances. Guarantor(s) authorize(s) the company to utilize consumer credit reporting agencies to provide reports on said individual(s).

Guarantor's name: _____ signature: _____ date: _____

Guarantor's address: _____ ss # _____

Co-guarantor's name: _____ signature: _____ date: _____

Co-guarantor's address: _____ ss # _____