



Newmark Corporation

5621 Raby Road, Norfolk, VA 23502

Phone: 757-466-2866 ♦ Fax: 757-299-8059

Credit Amount Requested: \$ _____

www.trenchdrainsupply.com ♦ www.commercialplumbingsupply.com ♦ www.stainlessdrainsupply.com

COMPANY LEGAL NAME _____ (“Company”)

Street Address _____ P. O. Box _____

City _____ County _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Cell/Mobile Phone (____) _____

Applicant Email _____ Accounts Payable Email _____

Mth/Yr Company Started ____/____ Mth/Yr Current Ownership Began ____/____ Annual Sales \$ _____

TYPE OF BUSINESS C-Corporation S-Corporation Proprietorship Partnership LLC Other (Describe) _____

Federal Taxpayer ID # _____ D&B # _____

Please Answer The Following:

Have **you and/or the Company** ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed? Yes* ___ No ___

Have **you and/or the Company** ever been a defendant to a claim, judgment, tax lien or lawsuit? Yes* ___ No ___

Have **you and/or the Company** ever defaulted on a loan? ** If YES provide Details Yes* ___ No ___

Please furnish complete addresses, phone numbers and fax numbers.

BANK REFERENCE:

Bank Name _____ Contact _____

Address _____ Telephone (____) _____

Account # _____ Average Balance \$ _____ Fax (____) _____

TRADE REFERENCES:

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

PRINCIPAL(S) OF THE COMPANY:

Please print below the name(s), title(s), and % ownership, as applicable, of Corporate Officers, all Partners, or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company, must provide their Social Security number(s) below.

Principal #1

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

Principal #2

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

APPLICANT SIGNATURE:

By his/her signature below, the undersigned **Authorizing Official** hereby certifies that he/she is authorized by the Company (a) to sign and deliver this Application, (b) to bind the Company to the terms and conditions in the **Newmark PRO Business Account Agreement**, receipt of which by his/her signature below the Authorizing Official hereby acknowledges, and (c) all information contained in this application is true and correct. The authorizing official understands that credit on this Account, once approved, will be extended by Newmark Corporation and you authorize us to check with credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. The Authorizing Official understands and agrees that the rights and interests of Newmark Corporation in any Business Account opened pursuant to this Application may be assigned in whole or in part, and hereby consents to such assignment.

Signature of Principal #1 _____ Date _____

Signature of Principal #2 _____ Date _____

NEWMARK PRO BUSINESS ACCOUNT AGREEMENT

This NEWMARK PRO business account (“**Business Account**”) is a service of, and credit will be extended by, Newmark Corporation d/b/a Trench Drain Supply (“**Issuer**”), 5621 Raby Road Norfolk, VA 23502, 1-(877)-90-DRAIN (903-7246). The application Form and Account Agreement will be accepted in Virginia and governed by Virginia and applicable federal and/or other states’ law. **By his/her signature on the application for a Business Account**, the signer (“**Authorizing Official**”) certifies that (1) the information on this Application, and on any attachments, is true and accurate; (2) the Business Account will be used only for commercial or business purposes, and not for personal, family or household purposes; (3) he/she has the authority to request that a Business Account be established in the Company’s name; (4) he/she has the authority to approve Issuer’s receipt and exchange of financial and credit information about the Company to Issuer; (5) he/she agrees to provide additional information, including financial statements and business tax returns, about the Company as reasonably requested by Issuer now and from time to time hereafter; and (6) he/she has received, read and understands the **NEWMARK PRO Business Account Agreement (“Account Agreement”)** and has the authority to (a) bind the Company to the terms and conditions thereof, and (b) agree that the Company shall be liable for all charges under the Business Account.

ADDITIONAL TERMS AND CONDITIONS

STANDARD CREDIT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE

FINANCE CHARGES: Invoices over 10 days are considered past due. Past due accounts are subject to a finance charges of 1.5% per month, on the past due balance, with interest charges accruing from the invoice date.

COLLECTION POLICY: If legal action is instituted to collect amounts owing or to recover materials or supplies purchased, the applicant agrees to pay all reasonable attorney’s fees and appellate attorney’s fees and costs incurred by Newmark Corporation. Venue for any litigation (and depositions) between the parties for any claims relating to debt collection for services, merchandise, supplies, or equipment purchased hereunder, or hereafter, shall be in Norfolk (VA) City only. The parties do hereby waive their right to trial by jury for any litigation arising between the parties and any claims relating to debt collection for services, merchandise, supplies, or equipment purchased hereunder, or hereafter.

SECURITY INTEREST: Newmark Corporation retains a security interest in any and all merchandise, supplies, and equipment until full payment has been received for items purchased.

NOTICE: All Billing Statements, notices, communications and Business Account information will be sent to the AUTHORIZING OFFICIAL at the address shown on the reverse side unless he/she notifies us in writing of the name of the individual he/she designates to receive such mailings, or of a different mailing address. Company agrees to immediately notify of any change of address, or in ownership or form of business. The Company is responsible for its employees’ or agents’ use of the Business Account if the Application is approved and the Business Account established.

RETURN POLICY: The customer is responsible to make all merchandise returns with 30 days of the date of purchase. Special Order sales are final unless otherwise notified. Newmark Corporation reserves the right to charge a restock fee of 25% on all returned merchandise, subject to Return Policy that can be found at <https://trenchdrainsupply/orderreturns.asp>.

MISCELLANEOUS PROVISIONS: If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be considered totally ineffective to that extent, but the remaining provisions of this Agreement shall not be affected. We can delay enforcing any of our rights under the Agreement or under applicable law, without losing any of those rights or any other rights. You waive the right of "presentment" and "notice of dishonor". "**Presentment**" means the right to require us to demand payments of amounts due under this Agreement. "**Notice of Dishonor**" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, Protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law

PERSONAL GUARANTY

PERSONAL GUARANTY: (To be completed by an owner/officer or other authorized individual)

Name _____ Date of Birth ____/____/____ Social Security # _____

Home Address _____ City _____ State _____ Zip _____ Home Phone (____) _____

Company to which Guaranty applies _____ Company Application Date _____

In consideration of Newmark Corporation ("Newmark") financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the NEWMARK PRO Business Account Agreement (“Agreement”), and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring Newmark to proceed first to enforce payment against the buyer also liable on this account, in the event of default under the agreement that governs the account. The undersigned hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable until the agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that in the event the account is not paid as agreed, Newmark may report the undersigned’s liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained.

Guarantor:

Sign (Individually) _____ Print Name _____ Date _____

Signed in the presence of: Sign _____ Print Name _____ **(Required)**