



# Lemons Glass & Mirror

INCORPORATED

## CREDIT APPLICATION

tel: 800-892-5412 (toll free)  
tel: 336-274-5654  
fax: 336-271-6656  
510 Industrial Avenue  
Greensboro, NC 27406

### GENERAL

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Principal/Title 1: \_\_\_\_\_  
Principal/Title 2: \_\_\_\_\_

### ACCOUNTING & CREDIT

Accounts Payable Contact: \_\_\_\_\_ Phone/Extension: \_\_\_\_\_  
Dunn & Bradstreet Number? \_\_\_\_\_  
Sales Tax Exemption Certificate Attached?  Yes  No Certificate Number: \_\_\_\_\_  
Federal Tax I.D. or Social Security No.: \_\_\_\_\_

### Trade References *List at least 3 trade suppliers you currently buy from on open account.*

Company Name: _____	Company Name: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Account No.: _____	Phone: _____ Account No.: _____

Company Name: _____	Company Name: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Account No.: _____	Phone: _____ Account No.: _____

### BANK INFORMATION

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Account No.: \_\_\_\_\_

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Account No.: \_\_\_\_\_

I, the undersigned, give the above bank(s) permission to release information about my company. The information requested will help me establish an open account with Lemons Glass & Mirror, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN CREDIT APPLICATION, TAX EXEMPT CERTIFICATE AND OTHER PERTINENT DOCUMENTS TO LEMONS GLASS & MIRROR, INC.**



**The following disclosures in connection with your account are made pursuant to the Federal Truth-In-Lending Act.**

- 1.) If you pay the cash sale price of any purchase prior to your second monthly billing date following the purchase, you will pay no finance charge on that purchase.
- 2.) A finance charge will be imposed on the adjusted balance, which is determined by deducting all payments and credits during the monthly billing period from the previous balance (the unpaid balance at the beginning of the monthly billing period).

Upon approval of open account with Lemons Glass & Mirror, Inc., in the event that your account becomes past due, the past due balance becomes subject to a monthly charge of 1 1/2% per month, which is equal to an annual percentage rate of 18%. If you keep your account current, there will be no interest or finance charge whatsoever. In the event that your account is not paid by the tenth (10th) of the month following the month of purchase, or is over a limit set by Lemons Glass & Mirror, Inc., your orders are subject to being shipped C.O.D. or held until payment is received to bring your account into a current position.

- 3.) In the event your account becomes 90 days past due, the undersigned is subject to being placed with a collection agency or an attorney for collection of the outstanding balance at that time, with an interest rate of 18% per annum and with the costs of collection agency fees (including reasonable attorney's fees, if collected by law or through an attorney at law).

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_



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WHEREAS, the undersigned has requested Lemons Glass & Mirror; a corporation organized under the laws of the state of North Carolina (hereinafter called Lemons Glass) to extend credit to \_\_\_\_\_ (hereinafter called Debtor) and Lemons Glass has extended credit and/or may in the future extend credit by reason of such request and in reliance upon this guaranty:

NOW, THEREFORE, in consideration of such credit extended and/or to be extended in its discretion by Lemons Glass the debtor, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby unconditionally guarantees to Lemons Glass and its successors and assigns, the punctual payment when due with such interest as may accrue thereon either before or after any maturity(ies)thereof, all debts and obligation of the Debtor whether created by the Debtor or by any other party on behalf of the Debtor or in the name of the Debtor; provided, however, the liability of the undersigned hereunder shall not exceed a total of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The undersigned consents and agrees that the whole or any part of any obligation or indebtedness created by the Debtor may be comprised, surrendered or extended from time to time; that the Debtor may be granted indulgences generally without affecting the liability of the undersigned; that any party liable for the payment hereof (including but not limited to any co-guarantor) may be granted indulgences or released; that neither the death, bankruptcy nor disability of any one or more of the guarantors shall affect the continuing obligation of any other guarantor and that no claim need be asserted against the personal representative, guardian, trustee in bankruptcy or receiver of any deceased, incompetent, bankrupt or insolvent guarantor; it being the intent of this instrument that all parties shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release with respect to said indebtedness.

This is a guaranty of payment and not of collection. The liability of the undersigned on this guaranty shall be direct and immediate and not conditional of contingent upon the pursuit of any remedies against the Debtor or any other person, or against securities or liens available to Lemons Glass, its successors or assigns. The undersigned waives any right to require that an action be brought against the Debtor or any other person or to require that resort be had to any lien or security. If the debts of the debtor are partially paid through the election of Lemons Glass, its successors or assigns, by the pursuit of its lien rights or any of the remedies in this agreement or provided by law or if such debts are otherwise partially paid, the undersigned shall remain liable for any balance of such debts up to the limit hereinabove stated.

Regular billing time is at the completion of the job, with balances due and payable net in 30 days. If not paid in 30 days, the account is past due in default and A LATE CHARGE OR SERVICE MAY BE MADE, CALCULATED ON THE DAY OF EACH MONTH THE INVOICE WAS DUE BASED ON THE BALANCE AS OF THE END OF THE PREVIOUS MONTH (less payments and credits to said balance) UNTIL PAYMENT IN FULL IS MADE. SERVICE CHARGE ON PAST DUE AMOUNT WILL BE 1.5% MONTHLY AND 18% ANNUALLY. Applicant agrees by signing this guaranty of payment, to authorize Lemons Glass to investigate applicant's credit worthiness. Applicant agrees that Lemons Glass and its Agents may not only investigate the applicant's business credit worthiness, but also the applicant's personal credit worthiness. Consumer Reports may be requested in connection with the processing of this guaranty and subsequently pursuant to the Fair Credit Reporting Act. Upon request, Lemons Glass will inform applicant of the names and addresses of any consumer reporting agencies which have provided us with such reports.



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Personal Guaranty Agreement (page 2)

In the event this account is placed in the hands of an attorney for collection or suit instituted to collect some or any portion thereof, applicant agrees and promises to pay attorney fees of fifteen (15%) percent of the balance then due and owing.

When reference is made to applicant, the singular shall include the plural and the masculine shall include the feminine or neuter.

The undersigned expressly waives: (a) notice of acceptance of the guaranty and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security therefore; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment of this guaranty.

Any revocation of the guaranty shall be in writing and delivered to Lee Lemons, President, Lemons Glass & Mirror, Inc., 510 Industrial Avenue, Greensboro, North Carolina 27406. Guarantor intends this to be a contract under seal. If this is a joint guaranty, guarantors agree to be jointly and severally liable under the terms of this guaranty.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

DEBTOR(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

NOTARY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Commission Expires: \_\_\_\_\_