



COMMERCIAL ACCOUNT APPLICATION



SITECH CHESAPEAKE LLC

PO Box 19679, Brooklyn, MD 21225
Tel: 443-579-3400
Email: Manager@Sitech-ches.com

GENERAL INFORMATION: Please print or type

Application Date: _____

Applicant:

Legal Name: _____ Trade Name (if different): _____
Street Address: _____
Mailing/Billing Address (if different): _____
Phone No.: _____ Fax. No.: _____ Mobile/Pager No.: _____ E-Mail: _____

Applicant's Business:

Description of Business: _____ Business Start Date: _____
Type: [] Corporation [] LLC [] Partnership [] LLP [] Individual [] Other
Federal Tax ID No.: _____ SS No.: _____ No. of employees: _____ Are Purchase Order's required? [] Yes [] No
Sales Tax Exempt? [] Yes [] No If yes, Exemption No.: _____ States: _____ (Attach copy of certificates)
Has Business or any principal ever declared bankruptcy? [] Yes [] No If yes, date and jurisdiction filed: _____
Any outstanding liens or judgments? [] Yes [] No If yes, give details (date, amount and lienholder): _____
Bonding Company: _____ Contact Person: _____ Phone No.: _____
Insurance Company: _____ Contact Person: _____ Phone No.: _____

FINANCIAL INFORMATION: Additional financial information may be requested or required based on the nature and the amount of the transaction.

BANK/FINANCE CO. REFERENCES:

Table with 5 columns: Name, Branch or Address, Contact Person, Phone No., and checkboxes for Checking, Savings, Loan. Includes Account No. and Current Balance \$.

TRADE REFERENCES:

Table with 4 columns: Name, Address (include city/town, state & zip code), Contact Person, Phone No.

PERSONAL INFORMATION ON OFFICERS-MEMBERS-PARTNERS

1. Name: _____ Home Address: _____
Title/Position: _____ % Ownership: _____ Phone No.: _____
DOB: _____ SS No.: _____ Net Worth \$: _____ Annual Income \$: _____ Mo. Housing Payment \$: _____
2. Name: _____ Home Address: _____
Title/Position: _____ % Ownership: _____ Phone No.: _____
DOB: _____ SS No.: _____ Net Worth \$: _____ Annual Income \$: _____ Mo. Housing Payment \$: _____
3. Name: _____ Home Address: _____
Title/Position: _____ % Ownership: _____ Phone No.: _____
DOB: _____ SS No.: _____ Net Worth \$: _____ Annual Income \$: _____ Mo. Housing Payment \$: _____

NOTICE: If your application for business is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the General Manager at the mailing address, fax or phone number, or e-mail address listed above for SITECH Chesapeake LLC within 60 days from the date you are notified of our decision.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

NOTICE: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to the applicant.

APPLICANT: _____ SIGNED BY: _____ (SEAL)

TITLE, IF APPLICABLE: _____

APPLICANT: _____ SIGNED BY: _____ (SEAL)

TITLE, IF APPLICABLE: _____

TERMS AND CONDITIONS OF ACCOUNT

1. **Credit Covered.** This Application covers any type of credit now or hereafter extended to Applicant by SITECH Chesapeake LLC (hereinafter "SITECH") including, but not limited to, any advance, loan, lease, sale on account, conditional or installment sale, or financing arrangement.
2. **Application of Payments.** Applicant authorizes SITECH, in its sole discretion, to apply any payments or property received in connection with any agreement, contract, lease, or account between Applicant and SITECH to any obligation between them.
3. **Cross-Default of Obligations.** In addition to and not in substitution of the provisions of any agreement, contract, lease, or account between Applicant and SITECH, any default in the payment or performance of any obligation is a default under each such agreement, contract, lease, or account.
4. **Accuracy of Information.** The information given in this Application is correct and material to granting credit. Applicant shall notify SITECH of any material change in the information set forth in, or furnished in connection with, this Application.
5. **References.** Applicant authorizes SITECH to contact any of the references identified in this Application and further authorizes each reference to disclose to SITECH, its representatives and agents all information the reference may have relating to Applicant.
6. **No Obligation.** Neither execution of, nor anything contained in, this Application shall obligate SITECH to extend credit, sell goods or equipment, or provide service to Applicant. SITECH may, in its sole discretion, agree or refuse to extend credit, sell goods or equipment, or provide service to Applicant.
7. **Authority.** The person signing this Application is authorized to sign on behalf of Applicant.
8. **Liability if Not Incorporated or Formed.** If Applicant is not incorporated or formed when this Application is submitted to SITECH, Applicant, upon becoming duly incorporation or formed, shall be jointly and severally liable with the person signing this Application for all indebtedness then outstanding.
9. **Damage Waiver.** Applicant hereby **WAIVES**, regardless of cause, any claim whatsoever against SITECH for any incidental or consequential damages, including without limitation, property damage, personal injury, loss of time, profits or income, or loss due to late delivery of parts or equipment, or loss due to improper, inadequate, untimely or lack of service.
10. **Service or Late Charges.** Unless otherwise agreed, SITECH shall have the right to impose service or late charges on any amount past due at SITECH's then prevailing rate.
11. **Collection Expenses.** If Applicant's account is past dues or Applicant is otherwise in default of its obligations to SITECH, Applicant shall be liable for all expenses (including, without limitation, attorney's fees) actually incurred by SITECH to collect the past due amounts or exercise any rights and remedies available to SITECH under applicable law, whether or not litigation is commenced.
12. **Governing Law, Jurisdiction and Venue.** Unless otherwise provided in an agreement, contract or lease between Applicant and SITECH: (a) this Application shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to conflict of law principles; and (b) Applicant hereby submits to the jurisdiction of the Maryland courts and waives any defense to lack of venue in any Maryland court.
13. **Confession of Judgment.** If Applicant's account is past due or Applicant is otherwise in default of its obligations to SITECH, Applicant authorizes any attorney to appear on Applicant's behalf in one or more proceedings in any court having jurisdiction, or before any clerk, prothonotary or other court official, and **CONFESS JUDGMENT AGAINST APPLICANT, WITHOUT APPLICANT HAVING PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING**, for any amounts due SITECH, plus court costs and attorneys' fee of fifteen percent (15%) of the total amount then due. To the extent permitted under applicable law, Applicant waives: (a) all rights of exemption, homestead or appeal; and (b) all rights to relief from inquisition, levy, immediate execution, or other post-judgment remedies and enforcement actions. SITECH may confess judgment against Applicant on one or more occasions, from time to time, in the same or different jurisdictions.
14. **WAIVER OF JURY TRIAL.** APPLICANT HEREBY WAIVES ANY RIGHT APPLICANT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST SITECH.
15. **No Export of Parts.** All parts purchase from SITECH shall be for domestic use only and Applicant warrants that Applicant has no intention to export any parts purchased from SITECH. Export of parts purchased from SITECH is prohibited.

APPLICANT'S INITIALS: _____