FOR OFFICE USE ONLY:	DATE:	APPROVED BY:	ACCOUNT #

BUYER'S COMMERCIAL ACCOUNT APPLICATION

COMPANY INFORMATION

COMPANY (legal name) _____

DBA NAME (account will be set up in this name) _____

COMPANY WEBSITE _____

BILLING ADDRESS _____ **ATTN** _____

CITY _____ **STATE** _____ **ZIP** _____

CONTACT NAME _____ **PHONE** _____

EMAIL _____

TYPE ○ **PROPRIETORSHIP** ○ **PARTNERSHIP** ○ **CORPORATION** ○ **OTHER (specify)** _____

DATE ESTABLISHED _____ **FEDERAL I.D. #** _____

PARENT/MGMT. CO (if applicable) _____ **PHONE** _____

TYPE OF BUSINESS _____
(i.e., Property Management, School, Retail, Construction, etc.)

CREDIT LIMIT REQUESTED $ _____

TAX EXEMPT

○ **NO** ○ **YES** **If yes, include a copy of your sales tax exemption certificate**

AUTHORIZED BUYERS (please attach an additional list if necessary)

FIRST & LAST NAME	FIRST & LAST NAME	FIRST & LAST NAME

LOCAL TRADE REFERENCES

BUSINESS NAME	CITY/STATE	PHONE	EMAIL ADDRESS

Please email this completed form together with the signed Fusek's Commercial Account Agreement, and Personal Guaranty to: **ar@fusekshardware.com**.

The undersigned hereby verifies that he or she has received, read, and signed the Fusek's Commercial Account Agreement and this Commercial Account Application. The Fusek's Commercial Account Agreement and this Commercial Account Application are collectively referred to herein as the "Documents." The undersigned accepts the terms of the Documents, and the undersigned verifies that he or she has the authority to bind the Buyer. The Buyer acknowledges that the Documents shall remain in full force and effect unless otherwise amended, rescinded, or terminated by Fusek's Hardware, LLC ("Fusek's). The Buyer also gives Fusek's the right to investigate all business references provided by the Buyer as well as investigating Buyer's credit history. The agreement is deemed to have been made and entered into the State of Indiana and shall be construed in accordance with the laws of the State of Indiana. The undersigned Buyer hereby consents to personal jurisdiction in the State of Indiana and venue in Marion County, Indiana. The information provided herein is true and correct and the Buyer understands that any false information may result in cancellation of any account that may be established.

AUTHORIZED SIGNATURE _____ **TITLE** _____

PRINT NAME _____ **DATE** _____

PERSONAL GUARANTY

Name of business or individual (hereinafter "Applicant") whose debts are guaranteed by the undersigned:

_____

The undersigned is referred to herein as the "Guarantor."

PERSONAL CREDIT INFORMATION OF GUARANTOR

NAME: _____

SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____

PHONE: _____

HOME ADDRESS: _____

CITY: _____ **STATE:** _____

ZIP CODE: _____

1. Purpose. This personal guaranty is made to induce Fusek's Hardware, LLC (hereinafter referred to as Fusek's) to grant credit and assume a credit risk with respect to transactions between the Applicant and Fusek's.

2. Acceptance of Terms. The undersigned "Guarantor" certifies that he/she has received and read the Commercial Account Application of the Applicant and Commercial Account Agreement signed by the Applicant Terms, and the terms set forth herein (collectively the "Documents"). Guarantor accepts the terms of the Documents and this Guaranty and acknowledges that all are binding upon the undersigned as Guarantor. Guarantor acknowledges that such Documents and Guaranty will remain in full force and effect unless otherwise amended, rescinded, or terminated in writing, and warrants the information provided herein is true and correct Guarantor also gives Fusek's the right to investigate the personal credit history of Guarantor and authorizes Fusek's to obtain a consumer report and/or other investigative reports about Guarantor in order to determine whether or not to extend credit to Applicant.

3. Obligations of the Guarantor. As an inducement to Fusek's Hardware, LLC, 609 North Delaware Street Indianapolis, Indiana 46204 to grant credit or assume a credit risk, with respect to transactions between Fusek's and Applicant, the Guarantor shall pay to the Fusek's promptly when due, or upon demand thereafter, the full amount of all obligations of indebtedness, including assigned and/or transferred indebtedness owed to Fusek's by Applicant, together with all expenses of collection including reasonable attorney fees and court costs incurred by Fusek's or any agent of Fusek's caused by Applicant's default.

4. Term of Guaranty. This is a continuing guaranty, and this guaranty shall be revocable only as to transactions entered into by the Fusek's fourteen (14) or more days after the receipt by the Fusek's of notice of termination sent by the Guarantor by registered or certified mail to Fusek's Hardware, LLC, 609 North Delaware Street Indianapolis, Indiana 46204.

5. Consent and Waiver. The Guarantor waives notice of acceptance hereof, and notice of orders, sales and deliveries to the Applicant, and of the amounts and terms hereof, and of all defaults or disputes with the Applicant, and of the settlement or adjustment of such defaults and disputes. The Guarantor, without affecting his/her liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or payment terms, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptances, or any other form of obligation for Applicant's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsements. Guarantor also consents to and waives notice of any arrangements of settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of Applicant, and anything whatsoever whether or not herein specified, which may be done or waived by or between Fusek's and Applicant, or Applicant and any other person whose claims against Applicant have been or shall be assigned or transferred to Fusek's.

6. Nature of Obligation. The obligation of Guarantor is a primary and unconditional obligation and covers all existing and future indebtedness of Applicant to Fusek's. This obligation shall be enforceable before or after proceeding against Applicant or against any security held by the Fusek's and shall be effective regardless of the solvency or insolvency of the Applicant at any time, the extension or modification of the indebtedness of the Applicant by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the Applicant, or any other change in the composition, nature, personnel or location of the Applicant.

7. Liability. All liabilities of the Applicant and Guarantor shall mature immediately upon any default of the Applicant of any agreement with Fusek's, the insolvency of Applicant, the inability of Applicant to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for Applicant or any of its property, the filing of a voluntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by the Applicant. All liabilities of the Guarantor also shall mature immediately if any of the foregoing events occur with respect to the Guarantor.

8. Governing Law. This Guaranty shall be governed by the laws of the State of Indiana. The Guarantor hereby consents to personal jurisdiction in the State of Indiana and venue in Marion County, Indiana.

9. Binding Nature of Guaranty. This Guaranty shall be binding upon the Guarantor, his/her legal representatives, and assigns, and shall ensure the benefit of Fusek's and to the benefit of any of the successors and assigns of assigns of Fusek's.

DATE: _____

SIGNATURE OF GUARANTOR: _____

PRINTED NAME OF GUARANTOR: _____

FUSEK'S HARDWARE, LLC COMMERCIAL ACCOUNT AGREEMENT

1. Parties and Consideration: While Fusek's Hardware, LLC (hereinafter referred to as Fusek's, Seller, we or us), has offered to sell products and related services, described in the sales invoice for the cash prices when thereon, you (referred to as Buyer, Applicant, or you) have chosen to apply for this Commercial Account t(the Account) for your business use to purchase merchandise on open account according to this Commercial Account Agreement (referred to as the Agreement). Therefore, in consideration of the granting of account privileges by us, you promise to pay for any purchases of our products or services made on this Account. You hereby agree that this Account shall be used only for the purchase of the Seller's products and/or services for your business use.

2. Credit Limit: You agree that we may establish a Credit Limit for your convenience, and that your charge purchases at any time will not exceed your Credit Limit. You will be advised of your Credit Limit when your account is approved. You also agree that we may change your Credit Limit from time to time, based on our evaluation of changes in your credit capacity and your performance under this Account. You are responsible for all charges made on your Account regardless of your Credit Limit.

3. Billing Terms: You agree that if an account is opened pursuant to this Agreement, the Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, you agree to accept our descriptive billing system, accounting for all purchases on said Account. Once each month, we will send a statement showing all transactions that occurred on the account during the billing period. You shall have five (5) business days to object to any charges shown on the statement.

4. Payment Terms: Upon establishment of an Account, you agree to pay, in accordance with the statement, the then current payment schedule amounts for the use of this Account, and all applicable charges which may be in effect. Until we give written notice to you of a change therein, our terms are Net 30 days from the date of the statement. The statement balance is to be paid in full not later than thirty (30) days from the date of the statement. We do not agree to defer payment or collection beyond this date, and we may take action to enforce our rights, regardless of any Late Charge or partial payments that may be made.

5. Late Charge: Whenever the entire monthly payment, as described above, is not paid when due, you will be assessed a Late Charge on the unpaid portion of the monthly amount due, at a monthly rate of 1.5% (18% per annum), or the maximum rate permitted by applicable law, whichever is less, beginning as of the statement due date and continuing until payment in full is received by us.

6. Application of Payment: Unless otherwise directed, payments will be applied against matching open items on the billing statement, or if not possible, against open items in order of age, with any remaining payment held as a general credit against unpaid invoices.

7. Security: You are giving us, and we are retaining, a purchase money security interest in the merchandise purchased under this Agreement until the debt for that merchandise is paid in full. This permits us, under certain circumstances as provided by law, to take back or repossess the merchandise if you do not pay for it under the terms of this Agreement.

8. Default: If you do not pay the balance when due, or breach any other terms of this Agreement, then we may demand the entire unpaid balance to be paid immediately and, as provided by law, commence any legal action for collection of the balance due. We may also pursue any other legal action deemed necessary or appropriate with respect to the Account. In the event of your default, you agree that we may charge you and collect our costs of collection, including but not limited to reasonable attorneys' fees and court costs. We also reserve all rights and remedies pertaining to repossession and resale of any repossessed merchandise as provided by law.

9. Changes in Terms: You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms that may be authorized by law. Any such amendments will apply to the then existing balance of your Account.

10. Credit Capacity: You give us the right to investigate your business and/or personal credit capacity and credit history. We are authorized to furnish information about the Account and you to credit reporting agencies and others who may lawfully receive this information. You may be required to submit a separate Personal Guaranty for the Account to be approved.

11. Cancellation: We and you have the right to cancel this Agreement / Account at any time and for any reason as it relates to future purchases. Of course, you remain obligated to pay for any balance existing prior to cancellation.

12. Assignment: We reserve the right to sell, assign or transfer all or any portion of the Account or any balances due under the Account without prior notice to you. You are prohibited from selling, assigning or transferring your Account or obligation under this Agreement.

13. Conditions of Sale: You agree that any purchase under this Agreement will be subject to the terms and conditions found m our invoice or order forms, and that the terms set out in any different form shall not apply, even though the form may be submitted to or accepted by us as evidence of the order.

14. Limitation of Liability: Seller is not responsible for incidental or consequential damages or other damages caused by circumstances beyond Sellers control, including but not limited to shortage of merchandise and raw materials, labor disputes, fire, or acts of God.

15. Authorized Purchaser: In establishing this Account you may choose to provide Seller a list of persons who are authorized to make purchases for you on the Account (referred to as Authorized Purchaser(s)). We establish our right to rely upon the presenter as an Authorized Purchaser designated by you as being an authorized representative of your business. It is the responsibility of you, the Buyer, solely to monitor your list of Authorized Purchaser(s) provided to Seller. You are responsible for any and all use of the Account, including fraudulent use of the Account, and shall report changes to your list of Authorized Purchaser(s) to us immediately in writing or through our online portal. Mail: Fusek's Hardware, LLC,
609 North Delaware Street Indianapolis, Indiana 46204
(**Email: sue@fusekshardware.com**).

16. Privacy Policy: You agree that your personal information may be used by us for purposes related to our relationship with you and can be shared with others for that purpose.

17. Severability: If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall remain valid and enforceable.

18. Governing Law: This Agreement shall be governed by the laws of the State of Indiana. The Buyer/Applicant hereby consents to personal jurisdiction in the State of Indiana and venue in Marion County, Indiana.

19. Entire Agreement: This is our entire Agreement. No changes can be made except in writing signed by an authorized representative of Fusek's Hardware, LLC.

NOTICE TO BUYER/APPLICANT: This Agreement shall not be binding or enforceable on Fusek's Hardware, LLC until Fusek's Hardware, LLC approves your Commercial Account Application.

DATE: _____ **SIGNATURE OF BUYER/APPLICANT:** _____

PRINTED NAME OF BUYER/APPLICANT: _____

FUSEK'S HARDWARE
609 North Delaware Street
Indianapolis, Indiana 46204

PHONE:
(317) 636-7377

STORE HOURS:

SUN	10AM - 6PM	THU	8AM - 8PM
MON	8AM - 8PM	FRI	8AM - 8PM
TUE	8AM - 8PM	SAT	8AM - 8PM
WED	8AM - 8PM		