

# Contractors Discount Appliance Sales

A Division of Eagle Distributors, LLC • 2421 Albany St. • Kenner, LA 70062

Phone 504-602-5990 • Fax 504-466-5365

Ext 273: Rhonda Palassie / Ext. 240: Hal Judge / Ext. 284: Karl Credeur

## Builder Application For Account

**In order to open an account, we must have the following information:**

**\*If claiming tax-exempt status, please submit copies of parish and state tax resale certificates with this application. Along with your occupational license \***

Your Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Years in Business: \_\_\_\_\_ Tax ID: \_\_\_\_\_ Homes Built Anually/\$ Range : \_\_\_/\_\_\_

Principal / Owner / CEO of Business: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**Credit Limit Requested:** \_\_\_\_\_ **Payment Terms Requested:** \_\_\_ Open Account (Net 30)

**Or:** \_\_\_ COD-Company Check **Or:** \_\_\_ COD-Cash/Money Order

**3 Trade References:** (Required only for Open Account)

Co Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Acct #: \_\_\_\_\_

Co Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Acct #: \_\_\_\_\_

Co Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Acct #: \_\_\_\_\_

**Commercial Bank Information:** (Required only for Open Account and COD-Company Check)

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Contact: \_\_\_\_\_

The above information is submitted for the sole purpose of opening an account. I hereby certify this information to be true and authorize the release of any information of above listed references for such purposes.

**Owner Signature (required):** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Contractors Discount Appliance Sales

A Division of Eagle Distributors, LLC

## Agreement of Purchase

The undersigned, hereinafter referred to as buyer agrees to purchase goods and services, from time to time, from Eagle Distributors, LLC hereinafter referred to as Seller, upon the following terms and conditions, to wit:

Buyer states, affirms, and warrants to Seller that the information contained in this credit application is true and correct, that it is given to Seller for the purpose of inducing Seller to extend credit to Buyer upon terms other than cash on delivery.

Unless specifically agreed to in writing to the contrary, Buyer must pay for all goods and or services purchased from Seller within agreed terms from the date of invoicing. In the event that said balance is not paid, it shall bear interest at the rate of (18%) percent annum or one and one half (1 ½%) percent per month, until such time as the balance is paid in full. In the event that Buyer desires terms, other than as set forth above, then, in each such case and instance, In order to be effective and binding upon Seller, said agreement to extend terms must be in writing and duly executed by an officer of Seller. Unless specifically excepted, all accounts are due and payable within (30) days from invoicing.

In the event that it becomes necessary, in the sole discretion of Seller, to place the account in the hands of an attorney for collection of any past due amount, then Buyer shall be obligated to pay, in addition to the balance due plus one and one half (1½%) percent per month accrued interest, reasonable attorney's fees not to exceed twenty five (25%) of such unpaid balance and accrued interest together with all court cost.

All products returned to Eagle Distributors, LLC must have a Pre-Authorized Return Authorization. Any product returned to Eagle Distributors is subject to a 15% restocking fee. All products returned to Eagle Distributors must be returned Pre-Paid. Eagle Distributors will refuse shipments with freight collect.

It is further understood that all goods and services are sold F.O.B. New Orleans unless agreed to the contrary in writing. In addition all sales are final and no goods are returnable unless such return is approved in writing by an authorized agent of Seller.

Company Name (DBA): \_\_\_\_\_

Company Name (if incorporated): \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

## Personal Guarantee

In consideration of the credit sale of goods by Eagle Distributors, LLC (Seller) to Buyer, the undersigned ("Guarantor") hereby gives you this continuing guarantee to Seller, it's transferees, successors, and assigns, to guarantee and undertake on demand at any time the payment in full of any and all indebtedness of Buyer to Seller together with all interest, attorney's fees, and other charges. Guarantor hereby binds himself, his heirs, successors and assigns in so lido with all other guarantors and with Buyer, precisely as if the debt had been contracted and was personally due and owing by Guarantor. Guarantor waives any and all rights of notice of demand, protest, or non-payment. Guarantor further expressly waives all pleas of division and discussion. Seller may, in it's sole discretion, grant extensions, release or discharge guarantors or Buyer and/or make changes of any sort whatever in the terms of it's contract with Buyer, all without notice to Guarantor, such notice being hereby specifically waived.

Guarantor shall assign all of the security devices held by the guarantor against assets of Buyer to Seller up to the ammount of indebtedness owed to Seller.

Seller shall not be required to pursue any other remedies before invoking the benefits of this guaranty. In particular, it shall not be required to exhaust it's remedies against the Buyer or any other guarantors. Guarantor acknowledges that Seller would not establish and approve the Agreement for Credit Sales with Buyer for the Guarantor's execution of this guaranty. All disputes with respect to this "Personal Guarantee" shall be resolved under the Louisiana Civil Code provisions for suretyship, La. C.C. arts 3035 et seq. In any suit to enforce the terms of this agreement, Guarantor shall be liable for all attorney's fees and costs incurred by Seller for enforcement of this agreement.

Company Name (DBA): \_\_\_\_\_

Company Name (if incorporated):: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_

Date: \_\_\_\_\_

All pages must be completed, signed, and mailed to:

Contractors Discount Appliance Sales  
2421 Albany Street  
Kenner, LA 70062

Before mailing your application, you may fax it to 504-466-5365 to expedite processing.