

**URBIA
CREDIT APPLICATION**
Return Application via FAX (215) 487-2815

CUSTOMER INFORMATION

REQUESTED CREDIT AMOUNT \$ _____

Legal Name: _____

Trade Name (s): _____

Former Legal or Trade Name (s) if any: _____

Type of Organization:

C Corp. S Corp. Gen. Part. Ltd. Part. Proprietorship LLC Other _____

County & State Organized: _____

Year Organized: _____

Tax ID # or FEIN: _____

or

SS#: _____

Date of Birth: _____

Billing Address: _____

Ship to Address: _____

Telephone #: _____

Fax #: _____

Email: _____

Type of Business: _____

Are there any suits, liens or judgments filed against Applicant, and/or has Applicant or Owner(s) ever filed bankruptcy?

Yes No If yes attach explanation

RELATED PARTIES or ADDITIONAL LOCATIONS (include additional sheet if necessary)

<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Type of Location (Store, Warehouse)</u>	<u>Own Rent</u>

OWNERSHIP (include addition sheet if necessary)

<u>Name</u>	<u>Position</u>	<u>Years w/ Business</u>	<u>Email Address</u>	<u>Phone #</u>	<u>% Ownership</u>

BANKING & CREDIT REFERENCE INFORMATION (include additional sheet if necessary)

<u>Name</u>	<u>City</u>	<u>State</u>	<u>Account #</u>	<u>Contact Person</u>	<u>Phone #</u>	<u>Fax #</u>

ADDITIONAL INFORMATION (Check if Included)

- Year End Financial Statements (2 years) or Federal Tax Returns (2 Years)
- Resale Certificate

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Distribution Agreement

Agreement and Disclosures:

1. As an inducement for Urbia to accept orders from or otherwise extend or make available credit to the Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should Urbia elect to extend such credit.
2. Pricing and payment terms are determined at the time an offer is presented to Applicant. The term "product" or "the product" includes but not limited to furniture, inventory, floor samples and accessories.
3. If Urbia does not receive payment in accordance with the payment terms or based upon credit considerations deemed relevant to Urbia, then Urbia may refuse to deliver the product covered by this Agreement, refuse additional orders, modify the payment terms, place the Applicant on Cash Before Delivery (C.B.D.), modify Applicant's cost of goods, limit or terminate the extension of credit and will be entitled to any other remedies available at law or equity.
4. All payments shall be made in full, in US dollars, in good funds, either by check or electronic funds transfer (either by wire or automated clearing house) or credit card (Will show Dwelling on Statement) and accordance with payment terms. Urbia may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5%) on any amount not paid by Applicant to Urbia when due under the terms of this Agreement from the first day of delinquency. Failure or delay by Urbia to bill Applicant for any such service charge will not waive Urbia's right to receive the same. In the event of default in payments on any invoices, Urbia shall have the right to declare all invoices immediately due and payable. Applicant shall pay all out-of-pocket expenses, including attorneys; fees and disbursements, incurred by Urbia to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.
5. This agreement is made in and will be governed by and construed in accordance with the laws of the State of Pennsylvania. Any proceedings to enforce this Agreement will be commenced and prosecuted in the United States District Court for the Eastern District of Pennsylvania or the Circuit Court for Philadelphia County, Pennsylvania. Borrower agrees and acknowledges that such courts shall have jurisdiction over the Borrower and the subject matter of any proceeding.
6. The Product is shipped **FOB** origination. Applicant's obligation to pay for Product begins on the date of shipment. Applicant agrees to place orders in the specified minimum dollar amount. If the order size is less than specified minimum, the Applicant may be charged and agrees to pay a minimum order charge.
7. Urbia will not accept any returns of Product unless damaged or a shipping error occurs. Applicant must notify Urbia within 5 business days of receipt of any discrepancies or shortages on the order. Urbia may refuse any returns if not notified as herein stated.
8. Without limiting Urbia's rights under law or in equity, Urbia and its affiliated, parent or related entities, collectively or individually, may exercise a right of off-set against any and all amounts due Applicant. For purposes of Section 8, Urbia its affiliated, parent or related entities shall be deemed to be a single creditor.
9. Applicant agrees to all the terms and conditions of this Agreement. This Agreement, together with all invoices, purchase orders, and the exhibits and addenda thereto constitute the entire agreement and understandings between the parties relative to the subject matter hereof. No changes to this Agreement or any purchase orders will be made or be binding upon either party unless made in writing and signed by each part. By signing this Agreement, Urbia and Applicant each represent that it has the authority to bind it respective part to this Agreement.
10. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Urbia. Applicant shall provide Urbia with financial statements and such further information as may reasonably be requested from time to time. Permission is granted for Urbia and its agents to make such inquires from sources deemed acceptable regarding the Applicant's creditworthiness, including but not limited to, those references identified in this application.

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Legal Name of Business (as appears on front of application):: _____

Authorized by (Please Print): _____

Title: _____

Signature: _____

Date: _____

THE UNDERSIGNED ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY URBIA FROM TIME TO TIME, AS URBIA MAY DEEM NECESSARY N ITS CREDIT EVALUATION. If more references are needed, attach extra page with additional names and signaure

<u>Name</u>	<u>Street (Home)</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Social Security #</u>

Principal's Name (Please Print): _____

Signature: _____

Date: _____

Principal's Name (Please Print):

Signature:

Date:

Principal's Name (Please Print):

Signature:

Date:

If your application for business credit is denied based in full or in part from information obtained from your personal credit history, Urbia will send you a written statement of the specific reasons for the denial. NOTICE: The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D. C, 20580.