CREDIT APPLICATION (revised 7/07)

Boyd Flotation, Inc.
Accent Furniture, Inc.
Boyd Specialty Sleep
Blue Magic

2440 Adie Road
Maryland Heights, MO 63043
Phone: (314) 997-5222
Fax: (314) 432-3542

1. **(Please attach a copy of your most recent financial statement)**

_____
Legal Name

_____
Trade Style or Doing Business As (DBA)

_____
MAILING ADDRESS / BILLING ADDRESS (PO Box# / Street # and name) City, State Zip

_____ _____ _____
Phone # Fax # Cell#

_____
SHIPPING ADDRESS (if different than Billing Address)

Accounts Payable Contact _____ Ph# _____ Fax# _____

Email address: _____

2.

_____ _____ _____ _____
Date Business Started Under This Ownership # of Employees Type of Business # of Locations

Type of Entity: ☐Corporation ☐Partnership ☐Sole Proprietor Date Incorporated_____ State Incorporated _____

State tax #: _____ Fed ID #: _____

_____
Name and Address of Parent Company ☐ Division or ☐ Subsidiary of parent company

List Other Businesses Under Same Ownership: _____

3.

Corporate Officers, Partners or Owners (please attach additional sheet if necessary)

Name: _____ Marital Status:_____

Title: _____ % of Ownership/Partnership: _____

Home Address: _____

Phone: _____ SS#_____ Driver's License#_____ State issued:_____

Name: _____ Marital Status:_____

Title: _____ % of Ownership/Partnership: _____

Home Address: _____

Phone: _____ SS#_____ Driver's License#_____ State issued:_____

4.

Have any of the officers, partners or owners, or any business in which they have been involved, ever filed bankruptcy? ☐YES ☐NO
If yes, please explain who and when_____

Are there any judgments filed or pending against business, officers, partners, or owners? ☐ YES ☐ NO

Has applicant, officers, partners, or owners done business in the last five years under any other name (If yes, list names) or are there any other related companies?

5.

Payment Terms Requested:

☐ *Container: Net 10 Ship Date from Port ☐ C.O.D. (Company Check) ☐ ACH or wire transfer

☐ *Prepay 2% discount (company check) ☐ Net 30 days from date of invoice Credit Limit Requested: _____

☐ *Prepay credit card – Visa or MasterCard (no discount)

*Prepayment discounts not applicable on direct container shipment orders

6.

Bank and Credit Trade References: (PRIMARY Vendors):

Name of BANK: _____ Branch: _____

Address: _____ Phone #: _____

Contact Person: _____ Email: _____

Checking Account Number: _____ Fax #: _____

Primary VENDOR: _____

Address: _____ Phone #: _____

Contact Person: _____ Email: _____

Account Number: _____ Fax #: _____

Primary VENDOR: _____

Address: _____ Phone #: _____

Contact Person: _____ Email: _____

Account Number: _____ Fax #: _____

Primary VENDOR: _____

Address: _____ Phone #: _____

Contact Person: _____ Email: _____

Account Number: _____ Fax #: _____

7.

Please complete and sign the Missouri sales tax exemption certificate (below) and attach a copy of your company's certificate.

Missouri Department of Revenue Business Taxes Bureau Multi-Jurisdiction Sales Tax	Form **149** (REV 4-88)	
Issued to: BOYD FLOTATION ACCENT FURNITURE	Address: 2440 Adie Road	City State Zip Maryland Heights, MO 63043
Name of Firm (Buyer)		Engaged as a Registered: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
Street Address or PO Box Number		
City State ZIP		

The above named firm is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients of components of a new product to be resold, leased, or rented in the business of wholesaling, retailing, manufacturing, leasing, or renting.

Product or Services Rendered:

State:	State ID Number	State:	State Registration or ID Number
City or State	State ID Number	State	State Registration or ID Number
City or State	State ID Number	State	State Registration or ID Number

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a State or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order, which, we may hereafter give to you unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General Description of Products to be Purchased from the seller

I swear or affirm that the information on this form is true and correct as to every material matter.

_____ _____

Authorized Signature (Owner, Partner, or Corporate Officer) Date

_____ _____

Print Name **Title**

8.

Terms and Conditions:

I/We hereby certify the above information given to Boyd Flotation, Inc., and Accent Furniture, Inc. (hereinafter referred to as Boyd) for the purpose of obtaining credit, is true and correct and authorize you to obtain such credit & bank information as you may require concerning this application, and agree that this application shall remain your property whether or not credit is granted. I/We understand that accounts not paid when due are delinquent and subject to late charges at the maximum legal rate of interest in the state where the goods are sold. In the event of default in payments on any invoice, Boyd shall have the right to declare all invoices immediately due and payable. In the event of non-payment, I/We agree to pay, in addition to the principal amount due, all collections charges incurred by Boyd including reasonable attorney's fees. I/We understand that a copy by facsimile or other of this credit application shall have the same force and effect as an original. I/We hereby irrevocably submit to the jurisdiction of the courts of the State of Missouri and to the Federal courts located in the City of St. Louis, Missouri and consent to and grant any such court jurisdiction over the person of Applicant and over the subject matter of any dispute or action or proceeding to collect delinquent balances; and expressly waive any defense of lack of jurisdiction or improper venue. I/We hereby irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Missouri State or Federal Court, and agree that service of process or of any other papers in connection with any such action or proceeding by registered mail at Applicant's address set forth herein, or in such other manner as may be permitted by law, shall be deemed good, proper and effective service upon Applicant. I/we understand that additional terms at which we are sold product from Boyd are based upon Boyd policies, and that these policies will be made available to us upon request. I/We agree not to withhold payment due to Boyd for issues not authorized by Boyd for issues including but not limited to warranties and freight damages. As security for the payment and performance by us, I/we hereby grant to Boyd a present and continuing security interest in all of the inventories, now owned and hereinafter acquired, provided by Boyd to us, and all proceeds arising from the sale, lease, or other disposition thereof. Such proceeds include checks, cash, money orders, deposits, deposit accounts, rights to payments of money, accounts receivable, insurance, and commercial tort claims. I/We hereby authorize Boyd to file and/or record a Financing Statement with any jurisdiction.

_____ _____

SIGNATURE OF APPLICANT (Owner, Partner or Officer of Corporation) **DATE**

_____ _____

PRINT NAME **TITLE**

9.

Continuing Guaranty of Payment

IN CONSIDERATION that Boyd Flotation, Inc. ("Boyd Flotation"), a Missouri corporation, and/or Accent Furniture, Inc. ("Accent"), a Missouri corporation (Boyd Flotation and Accent hereinafter collectively referred to as Boyd), sell and deliver goods and merchandise on credit to _____ (hereinafter called the "Debtor"), or to Debtor's order, the undersigned (hereinafter called "Guarantor(s)") do hereby jointly and severally, unconditionally promise and guarantee the payment of any sum or balance on account of Debtor with Boyd, its successors or assigns, for goods and merchandise sold and delivered on credit. Settlement by note, acceptance or other written evidence of indebtedness is allowed under this Guaranty, and the privilege of extension without any notice to Guarantor(s) is also granted for such time as may be agreed upon by and between Debtor and Boyd, without in any manner altering or releasing the Guarantor(s) under this Guaranty.

The undersigned, Guarantor(s), further agree to pay said balance to Boyd after it becomes due and is not paid, within 10 days after receiving the written demand for same from Boyd. The Guarantor(s) have primary liability under the Guaranty and Boyd may proceed directly against them without having first proceeded against Debtor.

Each Guarantor does hereby waive any and all legal right and defense that may accrue to his benefit by reason of any extension of time granted or by reason of any settlement made by note or acceptance, the taking or release of any security, the bankruptcy of any party, cessation of Debtor's liability or any subrogation.

This Guaranty is made without any limitation as to duration or amount and shall be a continuing Guaranty covering all purchases and late payment interest charges at the maximum rate allowed by law and any other charges from the date hereof and shall remain in full force and effect unless especially revoked by personal notice by each Guarantor in writing to Boyd, which revocation shall apply only to indebtedness contracted after date of receipt by Boyd of such notice of revocation.

Each Guarantor hereby irrevocably submits to the jurisdiction of the courts of the State of Missouri and to the Federal courts located in the City of St. Louis, Missouri, with respect to the interpretation and enforcement of the provisions of this Guaranty; consents to and grants any such court jurisdiction over the person of such Guarantor and over the subject matter of any such dispute; and expressly waives any defense of lack of jurisdiction or improper venue. Each Guarantor hereby irrevocably agrees that all claims with respect to such action or proceeding shall be heard and determined in such a Missouri State or Federal court, and agrees that service of process or of any other papers in connection with any such action or proceeding by registered mail at each Guarantor's respective residence, or in such manner as may be permitted by law, shall be deemed good, proper and effective service upon him.

Each Guarantor(s) hereunder agrees to pay Boyd all costs of collection, including attorneys' fees, which may be incurred in the collection or enforcement of this Guaranty, or any portion hereof, and in case suite is instituted for such purposes, the amount of any attorneys' fees shall be such amount as the court shall adjudge reasonable.

In addition to all other liens against the properties of Guarantor(s), Boyd shall have a lien against unpaid property sold by Boyd to Debtor now or hereafter in the possession of each Guarantor, for all amounts due and not paid hereunder which lien may be exercised without demand or notice. Furthermore, all obligations of Debtor to each Guarantor are hereby subordinated to the indebtedness of Debtor to Boyd.

Guarantor(s) waive any presentment, demand or performance, notice of nonperformance, notice of sale, notice of extension granted, protests, notice of protest, notice of dishonor, notice of the acceptance of this Guaranty and/or the notice of the extension of additional credit by Boyd to Debtor.

This Guaranty shall bind each Guarantor's heirs, administrators, successors, and assigns. No Guarantor shall assign the Guaranty without the prior written approval of Boyd having been secured and any assignment made without such approval shall be void.

The liability of each Guarantor under this Guaranty shall include a liability to Boyd for any sums recovered from Boyd by a bankruptcy trustee of the Debtor as preference payments or otherwise voidable transfers made by the Debtor to Boyd which payments were made on account of, or in satisfaction of, obligations of the Debtor to Boyd which are covered by this Guaranty. Guarantor(s) represent that they have a financial interest in Debtor and will benefit from the extension of credit to Debtor.

No liability or obligation of any guarantor hereunder shall be released, compromised, reduced or otherwise affected by any release, compromise or settlement entered into by Boyd of the obligation of any other Guarantor hereunder or of any other party guaranteeing the obligations of the Debtor to Boyd.

This Guaranty will be governed by the laws of the State of Missouri excluding its conflict of laws provision. Each Guarantor subjects himself/herself to personal jurisdiction of any court within Missouri having jurisdiction as if Guarantor was personally present in Missouri.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING CONTINUING GUARANTY AND FULLY UNDERSTAND THE CONTENTS THEREOF, IN WITNESS WHEREOF, the undersigned Guarantor(s) have executed this Guaranty in their individual capacity this day

_____ Of _____, 20_____.

_____	_____
SIGN NAME	**SIGN NAME**
_____	_____
PRINT NAME	**PRINT NAME**