

Muswick, LLC

APPLICATION FOR A BUSINESS ACCOUNT

OWNER NAME AND ADDRESS (PART 1)

Last:		First:		MI:
DL #:		State Issued:	D.O.B. :	
Phone:	Fax:	E-mail:		
Home Address:				
City:		State:	ZIP Code:	
Sole proprietorship:	Partnership:	Corporation:	Other:	
Please include a copy of your "Sales & Use Tax Certificate", "Valid Tobacco Permit" , and "State issued ID"				

BUSINESS AND COMPANY INFORMATION (PART 2)

Company name:			Type of account:		
Address:			Mailing Address (if different):		
City:	State:	Zip:	City:	State:	Zip:
Phone:	Fax:	E-mail:			

AGREEMENT (PART 3)

I hereby certify that the information contained herein is complete and accurate. I understand and agree to remit within Muswick LLC specific terms of sale, which is cash on delivery. Any returned check resulting in an unpaid invoice is considered past due. Customer agrees to pay all cost of collecting or securing, or attempting to collect or secure payment for invoices for goods shipped by Muswick LLC, including reasonable attorney fees whether the same be collected or secured by suit or otherwise.

GUARANTY (PART 4)

1. The undersigned does hereby unconditionally guaranty the full, prompt and complete performance of the Customer the complete and prompt payment of all indebtedness to Muswick arising from the sale of goods and merchandise to Customer by Muswick. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Customer, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitations or is otherwise unenforceable.

2. The obligations of the Guarantor is independent of the obligations of the Customer and a separate action or actions may be brought and prosecuted against the Guarantor, whether or not actions are brought against the Customer or whether the Customer is joined in any such action.

3. Muswick shall not be obligated to inquire into the power or authority of the Customer or its partners or the officers, directors or agents acting or purporting to act on the Customer's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. It shall be conclusively presumed that the Guarantor and the agents, officers and directors acting on its behalf have the express authority to bind such Guarantor and that Guarantor has the express power to act as the Guarantor pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such Guarantor.

4. Muswick, its successors and assigns, may from time to time, without notice to the Guarantor: (a) resort to Guarantor for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness. (b) release or compromise any indebtedness of the Guarantor hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence.

5. The Guarantor further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Customer and Muswick, and the settlement, compromise or adjustment thereof.

6. For convenience of the customer, Muswick accepts payments via cash and check/ money order. The Guarantor should be advised that if a check is returned unpaid, the party authorizes Muswick to electronically (or by paper draft) re-present the check to the financial institution for collection of the amount of the check, as well as, any applicable return check fees as permitted by law.

OWNER SIGNATURE	DATE	TITLE
JOINT OWNER/ PARTNER	DATE	TITLE