

# Ewing Preferred Cash Card Application

(PLEASE PRINT OR TYPE)

Check One  Proprietorship  Partnership  Corporation

Check One  Taxable  Non-Taxable (If non-taxable, include resale exemption certificate)

Ewing Branch Frequented \_\_\_\_\_

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Owner / Partner or Officer Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_

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

Soc.Sec.No. \_\_\_\_\_ Driver's Lic.No. \_\_\_\_\_ State \_\_\_\_\_

Contractors License No: \_\_\_\_\_

License Type: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Proprietor

Name \_\_\_\_\_ Date Established \_\_\_\_\_

Corp / LLC

Name \_\_\_\_\_ Date Established \_\_\_\_\_

Bank Reference

Name \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_

How did you hear about Ewing?

Existing customer

Advertisement

Have existing charge account

Phone Book

Referred by friend in the business

Other \_\_\_\_\_

# Terms of Sale

1. Applicants and/or Guarantors (hereafter called Guarantor), understand this is not intended to be, nor is it, a credit account application. This is an application for a Preferred Cash Card Account (hereafter called PCCA) with Ewing Irrigation Products, Inc. (hereafter called Ewing).
2. All sales are subject to all other "Terms and Conditions" of sale as are set forth on the pertinent packing slip or invoice relating to each and every individual sale.
3. It is recommended that each PCCA maintain a \$2,500 annual sales volume. Ewing reserves the exclusive right to cancel said PCCA should Guarantor not maintain this annual sales volume and/or default or become indebted to Ewing at any time. Ewing reserves the exclusive right to change or modify the PCCA terms and conditions at anytime.
4. In the event Guarantor is a Corporation, the Guarantor understand and agrees that their individual signatures on the PCCA application is, and shall be considered to be, a Personal and Continuing Guarantee. It is further noted that Ewing shall rely on said Guarantee for the purpose of reviewing Guarantor Individual Consumer Credit Report in order to provide Guarantor with the PCCA privileges. Furthermore, Ewing acknowledges to Guarantor it may be necessary to obtain said credit report should Guarantor become indebted to Ewing, for any reason. Reasons include, but are not limited to returned checks by Guarantor bank and or bank card chargebacks.
5. If any of the Guarantor business or personal checks are returned to Ewing, unpaid and dishonored for insufficient funds, or for any other reason, Guarantor agrees to pay Ewing a service fee. The fee will be equal to but not greater than the legally acceptable amount. Guarantor further agrees to pay interest on the face amount of any such check at the rate of one and one-half percent (1.5%) per month, from the date of the check until paid. Guarantor agrees that if legal action or collection is brought to enforce this PCCA agreement, that Guarantor further agrees to pay actual attorney fees and costs incurred by Ewing in the enforcement thereof, whether or not a Judgement is obtained.
6. In the event that any suit or collection action is required to enforce the terms of this PCCA application and to collect unpaid account balances owing to Ewing, the undersigned agrees that jurisdiction and venue for any such action shall not be limited to the state and county in which the materials, goods or services are purchased or received. The undersigned also agrees and submits to the jurisdiction of the California and Arizona courts, and agrees that at Ewing's sole option, the proper venue for any such collection action may include Maricopa County, Arizona or Orange County, California.
7. The information provided on the PCCA application is provided for the purpose of obtaining a PCCA with Ewing. Guarantor warrant and acknowledge that the statements hereon are true and correct. Ewing may rely on same, as concerns the execution of this agreement. The Guarantor includes the authorization to investigate Individual Consumer Credit Reports as are necessary to obtain PCCA or retain said PCCA with Ewing.

*\*Application is subject to approval by Ewing Irrigation*

## SIGNATURE REQUIRED

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name (Spouse) \_\_\_\_\_

Spouse's Signature (Must Sign If Married) \_\_\_\_\_ Date \_\_\_\_\_