

APPLICATION FOR CREDIT

Nassau National Cable 505 Northern Blvd Ste 209 New York, NY 11021 For internal use only, To be completed by salesperson or agent.

The undersigned applicant hereby makes application for credit to Nassau National Cable and/or any of its divisions, subsidiaries, or trade styles ("Creditor"), and in making this application the undersigned does hereby agree that all amounts are payable in accordance with terms as outlined on each invoice, and if not paid in accordance with terms are then delinquent. Should credit availability be granted by the Creditor, all decisions with respect to extension or continuation of credit shall be at the sole discretion of Creditor. Creditor may terminate any credit availability within its sole discretion. The undersigned applicant agrees to pay their account within terms of sale as stated upon each invoice. If any amounts due are not paid within the agreed period, the undersigned applicant agrees to pay a service charge, on such amounts, of one and one half percent (1½%) per month (18%per annum) or the maximum amount permitted by New York law.

If the undersigned applicant's account is placed in the hands of an outside agency for collection, the undersigned agrees to pay reasonable attorney fees and collection costs, even though legal proceedings are not filed. If legal proceedings are filed, the amount of reasonable attorney's fees and court costs shall be fixed by the court in which the proceeding is filed, including any appeal therein. The undersigned applicant agrees that this agreement shall be governed by and construed in accordance with the laws of the State of New York. Jurisdiction and venue with respect to any suit in connection with the Agreement shall reside in the Supreme Court of Nassau County, State of New York, or the Federal District Court. Fastern District of New York.

or the Federal District Court, Eastern District of New York.		
Account Name		
Billing Address	Phone	
City & State	Zip Code	
Number of Years at this address Prev	vious name and location if different in the last five years	
Type of Business	Fax Number	
	Partnership Corporation – date & state of incorpora	tion
LIST ALL OWNERS, PARTNERS, OR CORPORATE OFFIC	ERS (and title):	
	Title	
Year Established		
Please complete and provide a sale and use tax exemption		
Are you rated with Dun and Bradstreet? Yes	No If so, under what DUNS Number	
Accounts Payable Contact	Phone number if different from above	
Accounts Payable Email		
	Credit References	
Name of Bank Reference	Address: City, State, Zip:	Phone Number
Credit References: Firms with whom you have done busines	ss for at least one (1) year, include minimum of one manufacture Address: City, State, Zip:	r. Fax Number/Email
1	•	Fax Number/Email
2.		
Have you ever filed bankruptcy or been declared insolvent?	If yes, when and where?	
PLEASE ATTACH YOUR MOST CURRENT FINANCIAL STATEME	INT OR COPY OF SCHEDULE "L" OF YOUR LATEST CORPORATE T	TAX RETURN.
Name of person opening account	Title	



Any change to the given trading address, legal entity, structure of management, or control of the undersigned applicant will be notified to Nassau National Cable in writing within seven (7) days of the change becoming effective. I hereby certify this application is true and correct and that I have the capacity to sign this application for the applicant named therein.

Name _	.	
Title _		
Witness		
Title		



CONTINUING GUARANTY

In consideration for, and as an inducement to NASSAU NATIONAL CABLE (hereinafter "Seller") to extend credit to (hereinafter "Debtor"), the undersigned hereby unconditionally personally guarantees the full and prompt payment to Seller when due, of any and all indebtedness (as hereinafter defined) of Debtor. As used in this Guaranty, "indebtedness" shall mean any and all indebtedness, including, but no limited to, all bills rendered and to be rendered by Seller to Debtor, and other liabilities of Debtor to Seller of every kind and character and all extensions, renewals and replacements thereof, including without limitation, all unpaid accrued interest there on all costs and expenses payables as hereinafter provided: (I) whether now existing or hereafter incurred; (II) whether direct, indirect, primary, absolute, secondary, contingent, secured, unsecured, matured or un-matured, by guarantee or otherwise; (III) whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter re-incurred; (IV) whether such indebtedness was originally contracted with Seller or any successor or affiliate of Seller; (V) whether or not such indebtedness is evidenced by a negotiable or non-negotiable instrument or any other writing; and (VI) all obligations of Debtor arising out of this credit application and Debtor's relationship with Seller. Guarantor hereby guarantees, and assumes liability for, the full, prompt and unconditional performance of all obligations of Debtor under and in connection with the credit application and terms and conditions annexed hereto.
To extend that that more than one person or company signs this Guaranty, all such persons or entities shall be jointly and severally liable to Seller for all amounts due hereunder.
This Guaranty is unconditional and shall remain in full force notwithstanding any charge order, renewal, extension, amendment, assignment, sublease, transfer, or other modification of any agreement between Seller and Debtor, whether or not Guarantor has knowledge thereof. This Guaranty shall remain in full force and effect with respect to all labor and materials supplied under the account of Debtor before or until Seller has received written notice terminating this Guaranty mailed by U.S. certified mail, return receipt requested, regardless of which person or entity ordered or used the labor and material supplied on Debtor's account and regardless of any change in the legal structure of Debtor or the existence of entities or individuals legally distinct from Debtor using or benefiting from the labor and materials supplied. The revocation of this Guaranty will be effective only as to orders placed by the Debtor 20 or more days after receipt of such written notice by the Seller. This shall be a continuing Guaranty of payment and shall not be affected by any payment (except credit for such payment), modification, or any other remedies or guaranties. Guarantor further agrees that Seller may from time to time extend the time of payment in whole or in part of any Indebtedness without in any way changing, releasing or discharging the undersigned from its obligations under the Guaranty. The undersigned waives any notice of non-payment, non-performance, or proof of notice or demand and any other defense which any otherwise be available under the principles of guarantee or surety law which would operate to impair or diminish the liability under this Guaranty and further agrees that Seller may proceed against the undersigned separately or jointly before, after or simultaneously with proceeding against Debtor.
If Seller takes any action to enforce or compel compliance with the terms of this Guaranty or any other agreement with Seller, Guarantor shall be obligated to pay (i) all cost incurred by Seller, (ii) interest at the rate of one and one-half (1-1/2%) percent per month on any amount not paid within 30 days of invoice date, and (iii) attorney's fees in the amount of one-third (1/3) of the total balance due if this account is placed with an attorney collection, whether suit is filed or not. Guarantor agrees to the jurisdiction, choice of law, and waiver of jury trial provisions set forth in the credit application and Seller's terms and conditions.
All obligations and liabilities of the Guarantor pursuant to this Guaranty shall be binding upon their heirs, personal representatives, and assigns. The undersigned understands that Seller may refuse to extend credit at any time and from time to time, that such refusal shall not affect the obligations hereunder and that Seller may obtain consumer credit reports and other credit information on the undersigned from time to time.
Guarantor agrees that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Seller and that this Guaranty is not accepted in lieu of Seller's mechanic's lien, payment bond or other legal rights and remedies.
IN WITNESS WHEREOF, the undersigned has signed this Guaranty this day of, 20
Guarantor Signature: Name (Printed): Social Security #: Address: Guarantor Signature: Name (Printed): Social Security #: Address: Address: