

Marathon Protectors & Supply

337-837-3945 marathon@marathonprotectors.com

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone Fax			
E-mail			
Registered company address City, State ZIP Code			

BUSINESS AND CREDIT INFORMATION

City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

AGREEMENT

- All invoices are to be paid 30 days from the date of the invoice.
- Claims arising from invoices must be made within seven working days.
- By submitting this application, you authorize [Company Name] to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Marathon Protectors & Supply
P.O. Box 689
Youngsville, LA 70592
337-837-3945

Terms and Conditions

Performance of services or sale of lease of goods (hereafter collectively referred to as "Work") by Marathon Protectors & Supply, Inc. (hereinafter referred to as "Marathon") shall be subject to the following terms and conditions unless amended in writing in accordance with paragraph 14 hereof.

Price and Payments

1. **Payment.** All payments are due in U.S. dollars, or as specified on the invoice within thirty (30) days of invoice date. All such charges will be in accordance with Marathon's regular rates prevailing at the time the obligation is incurred. No discount will be allowed for early payment. All customer claims resulting from incorrect invoicing must be submitted to marathon in writing within sixty (60) days of invoice date, or Customer agrees to accept invoice as billed. Marathon will not make adjustments for claims after sixty (60) days from invoice.
2. **Inspection and Notification.** Customer shall be obliged to inspect merchandise immediately upon receipt and to notify Marathon of any defects within ten (10) days after receipt of merchandise. The merchandise shall be deemed accepted if the customer does not return the merchandise to marathon within a period of ten (10) days after receipt of merchandise.
3. **Sales Tax.** If you are tax exempt, please send a completed tax exemption certificate.
4. **Late Payment.** If Customer fails to pay any amount when due, including service charges, Customer agrees to pay the full amount of any cost or expense incurred in the collection of late payments. All overdue payments, for all charges including damages and losses, shall bear interest at the lesser of 18% per annum or the highest amount allowed by law.
5. **Attorney Fees.** As to any account not timely paid which is placed in the hands of an attorney for collection or is collected by suit or through probate, bankruptcy, or other judicial proceedings, Customer shall pay, as attorney fees, 25% on the full amount due at the time of collection.
6. **Termination.** Marathon does not promise or guarantee results. It reserves the right to terminate its work at any time. Customer shall pay Marathon its prevailing charges for work performed regardless of results, and even though work may have been terminated.
7. **Indemnification.** Except as to liability for loss or damage caused by Marathon's willful misconduct or failure to act in good faith, Marathon shall not be liable to customer for, and customer shall release, defend, indemnify and hold harmless Marathon from and against, any claims, liability, or expenses resulting from damage to or loss of any property, real or personal, whether belonging to Customer, marathon, or another, arising in any way out of, or in connection with, Marathon work, even if caused by the negligence or fault of Marathon alone, or in conjunction with negligence or fault of Customer or another.

Customer shall release, defend, indemnify and hold harmless Marathon from and against all claims, liability, or expenses (including attorney's fees) resulting from or on account of death or injury to any person, including but not limited to, Marathon's employees, arising in any way out of, or in connection with, Marathon's performance of work hereunder even if caused by the negligence or fault of Marathon alone or in conjunction with negligence or fault of customer or another.

8. **Insurance.** Customer agrees that all of its insurance policies applicable to Marathon Work shall be endorsed to include coverage for marathon by naming Marathon as additional insured, with a waiver of subrogation and a provision that such coverage shall be primary as respects any other coverage in favor of Marathon.
9. **Waiver of Warranties.** Marathon makes no warranty, and hereby expressly disclaims all warranties, as to merchantability, fitness, or any other warranty, as to merchandise sold, leased, or rented by it or services provided by it. Any Marathon merchandise will be replaced by marathon upon satisfactory proof of defect. However, marathon's liability in connection therewith shall be limited solely to such replacement. Notwithstanding as specification or description it its literature or brochures, or materials used in the manufacture of its products, Marathon reserved the right to substitute other materials or similar quality and cost without notice.
10. **Governing Law; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with and subject to the internal laws of the State of Louisiana without giving effect to the conflict of law principles of that state. Each of the parties hereto consents and agrees to the jurisdiction of any State of Federal court sitting in the parish of Lafayette, State of Louisiana, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement or otherwise shall be heard only in the courts described above.
11. **Headings.** The headings contained in this Agreement are for reference and convenience only, and shall not affect the meaning or interpretation of this Agreement.
12. **Gender and Number.** All pronouns used in the Agreement shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of any party may require.
13. **Severability.** If any court of competent jurisdiction determines that any of the provisions of the Agreement, or any part of any provision, is unenforceable for any reason, such court shall have the power to sever and/or reform such provisions, and otherwise reform, sever, or decline to enforce any unenforceable provision or any part thereof, and in its reduced form, such provision and this Agreement shall then be enforceable. If any one of more of the provisions contained in the Agreement are found to be unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.
14. **Changes, Modifications, Waivers, Etc.** Changes, modifications, waivers additions or amendments to the terms and conditions of the Agreement shall be binding on a party only if such are in writing and signed by the duly authorized representative of such party. No soliciting agent, sales representative or employees of Marathon shall have the power to waive any of the

terms or provisions hereof, or to incur additional obligations, or to make additional representations or warranties on behalf of Marathon. The failure of a party to enforce, at any time or for any period of time, and of the provisions of the Agreement shall not constitute a waiver of such provisions or of the right of such party to enforce each and every provision hereunder.

15. **Assignment.** Customer shall not assign or transfer any interest in this Agreement without the prior consent in writing of Marathon.

16. **Notice.** All notices provided herein shall be provided as follows:

Marathon Protectors & Supply

Attn: Casey Duhon

PO Box 689

Youngsville, LA 70592

Customer:

17. **Authorized Agent.** Signer for customer represents that s/he is duly authorized agent for customer empowered to sign this document and that the information supplied on the credit application is true and accurate.

THUS DONE AND SIGNED, this _____ day of _____, 20____, at Lafayette, Louisiana.

DULY AUTHORIZED REPRESENTATIVE: MARATHON PROTECTORS & SUPPLY, INC

SIGNATURE

PRINTED NAME

THUS DONE AND SIGNED THIS _____ DAY OF _____, 20____, AT Lafayette, Louisiana.

DULY AUTHORIZED REPRESENTATIVE OF: _____

_____ : SIGNATURE

_____ : POSITION

_____ : PRINTED NAME