

# First Choice Medical Supply LLC Credit Agreement

Business Name \_\_\_\_\_ Line of Credit Requested \$ \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ For Past \_\_\_\_\_ years

Shipping Address \_\_\_\_\_

D/B/A \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

Medicare Provider # \_\_\_\_\_ Type of Business \_\_\_\_\_

**OWNERSHIP:** (Check One)

\_\_\_\_\_ **SOLE PROPRIETORSHIP:**

**Name of Proprietor:** \_\_\_\_\_

**Physical Business Address:** \_\_\_\_\_

**Physical Residence Address:** \_\_\_\_\_

\_\_\_\_\_ **PARTNERSHIP:**

**Name of General Partner** \_\_\_\_\_

**Physical Business Address** \_\_\_\_\_

**Physical Residence Address** \_\_\_\_\_

**(of General Partner)** \_\_\_\_\_

\_\_\_\_\_ **CORPORATION**

**Name and Title of Officer  
Executing Credit Agreement** \_\_\_\_\_

**State of Incorporation** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_

**Registered Agent for Process** \_\_\_\_\_

**Physical Address for Registered  
Agent for Service of Process** \_\_\_\_\_

**BANK REFERENCES:**

Name	Address	Acct #	Contact
_____	_____	_____	_____
_____	_____	_____	_____

**Credit Agreement**

Has the firm or any of the principles ever been Bankrupt? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, explain \_\_\_\_\_

Any misrepresentation in this Agreement will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references and principles listed.

In consideration for the extension of credit, said business promises to pay for all purchases within the terms agreed (Net 30 days) and agrees to pay a service charge per month of 1-1/2% per month (18% annual percentage rate) on all past due balances. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

Controlling Law and Consent to Venue and Jurisdiction. This implied agreement is made under and shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Mississippi. The person and/or entity applying for credit, as consideration for the extension of credit, hereby consents to personal jurisdiction of the Courts of the State of Mississippi for any action arising out of or related to this agreement in any way whatsoever and further consents to venue in the Circuit Court of Rankin County, Mississippi.

**Recovery of Legal Fees:** In the event third party collection or legal proceeding are instituted by First Choice Medical Supply LLC (FCMS) as a result of the purchaser's failure to pay invoices rendered by FCMS, the purchaser agrees to pay all cost and expenses associated with the collection of any amounts due and owing to FCMS, including attorney's fees incurred in collecting any amount due together with interest on all unpaid invoices at the rate specified herein.

Freight: All shipments are FOB shipping point, freight paid to city of destination via route and carrier selected by FCMS for minimum orders of \$400 on one shipment to one destination. Orders under \$400, orders for shipment to residential addresses, special order items and certain orders for Durable Medical Equipment may be subject to additional freight charges. Freight policy is subject to change and periodic update.

Prices: Prices and product specifications are subject to change. All orders are subject to acceptance by our Richland, MS headquarters. Merchandise will be invoiced at the price prevailing on date of shipment. Unless otherwise agreed in writing, terms of payment are Net 30 days from date of invoice.

Sales Tax: We are required to collect and remit sales tax for all accounts. Unless provided with a valid sales tax exempt form we will charge sales tax to your account. If you provide an invalid exempt form or your status changes you agree to pay any sales tax and related assessments arising from your purchases from FCMS.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Print Name) (Title) (Signature)

\_\_\_\_\_  
(Print Name) (Title) (Signature)

## **Individual Personal Guaranty**

INDIVIDUAL PERSONAL GUARANTY (hereinafter "Guaranty")

I, \_\_\_\_\_ (Your Name)

(hereinafter referred to as "Guarantor")

residing at \_\_\_\_\_, (Your Address)

for and in consideration of your extending credit at my request to

\_\_\_\_\_, (Your Company)

(hereinafter referred to as "Company"), of which I am

\_\_\_\_\_ (Your Title)

(and the owner of a direct or indirect interest in Company such that this guaranty may reasonably be expected to benefit me directly or indirectly), hereby personally guarantee to First Choice Medical Supply LLC ("FCMS") at Richland, in the State of Mississippi of any and all obligations of the Company of every kind and character, irrespective of the amount of said obligations, whether now existing or hereafter arising, including interest on any of the obligations and any and all costs, attorney's fees, and expenses suffered by FCMS reason of Company's or Guarantor's default in payment of any of the foregoing indebtedness, and any renewal, extension or rearrangement of the indebtedness, costs, or expenses associated with such default. Guarantor hereby agrees to pay FCMS promptly on demand any sum which may become due to FCMS by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing, unconditional, and irrevocable guaranty and indemnity for such indebtedness of the Company. Guarantor hereby agrees and consents that venue and personal jurisdiction for any legal proceeding arising out of this Guaranty shall be the Circuit Court of Rankin County , Mississippi and Guarantor hereby waives any and all objections to venue and personal jurisdiction over Guarantor

\_\_\_\_\_  
(Signature of Guarantor)

\_\_\_\_\_  
(Print Name of Guarantor)

\_\_\_\_\_  
(Social Security # of Guarantor)

## CREDIT RELEASE AUTHORIZATION

For the purpose of obtaining merchandise on credit,

I authorize

Your Bank Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_ Account Number \_\_\_\_\_

To release credit information to:

**First Choice Medical Supply LLC**  
**P O Box 2538**  
**Ridgeland, MS 39158**

As an inducement to grant credit, the undersigned agrees to the need for verification of all information on this agreement and authorizes and releases all banks, businesses and persons identified on this agreement to furnish any and all information requested by **First Choice Medical Supply LLC** or its representative, by telephone or written correspondence.

The undersigned warrants that the information is true and correct.

As an inducement to grant credit, the undersigned agrees to **(First Choice Medical Supply LLC)** the **right** to obtain the credit history of the undersigned and authorizes the release of such information by signature here.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_