

Terms and Conditions

For the purpose of obtaining merchandise from Leavitt Communications, LLC the following statements in writing are made by the applicant, and Leavitt Communications LLC should rely on all such statements as correct. This agreement is between the applicant signed and Leavitt Communications, LLC an Illinois Corporation, herein referred to as "The Company". Applicant authorizes the Company to verify credit worthiness, and contact any references given and inquire about credit history. Applicant acknowledges that it has read and understands the terms and conditions hereof and agrees to be bound by them, that this document with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supercedes all proposals, oral or written. Applicant further agrees to notify The Company in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets, or other facts set forth below.

- Upon approval of this application, The Company, in its sole discretion, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
- Payment of the purchase price for goods and/or services acquired from The Company shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to The Company on all invoices shall become due in full immediately upon default in the payment of any invoice. All returned orders are subject to a 20% restocking fee.
- Applicant agrees to pay interest in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.
- Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to The Company for the purpose of inducing The Company to extending credit to Applicant, and understands that The Company intends to rely upon such information as correct.
- WAIVER. The failure of The Company to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
- THE COMPANY'S EXPENSES. Applicant shall pay to The Company all costs and expenses, including, without limitation, reasonable attorney's fees of 25% of amount owed, and the fees of any collection agencies and court costs incurred by The Company in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder.
- GENERAL. (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties.
 - If any provision of the Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result.
 - This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Illinois.
 - This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.
 - The rights and remedies granted herein are non-exclusive to those available under law of equity.
- To further secure the payment of amounts owed to The Company, and to further induce The Company to extend credit to the applicant, Applicant hereby authorizes, irrevocably, any attorney of any court of record to appear for Applicant in said court, and confess judgement without process in favor of the holder of the Credit Application for such amount as may appear to be unpaid in conjunction therewith, hereby expressly waiving all benefit under the exemption laws of Applicant's State of Domicile and all costs and expenses, including, without limitation, reasonable attorney's fees of 25% of amount owed, and the fees of any collection agencies and court costs, and to waive all errors in any such proceedings, and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Applicant

By Authorized Agent:

[Signature Area]

[Signature Area] (Partner)
[Signature Area] (Of fice)

[Date Area]

(Full Firm Name)

(Signature)

Please circle one.

(Date)

Personal Guarantee (optional)

The undersigned, _____ ("Guarantor") of _____, having a
(Name) (Company Name)

financial interest in Applicant, and benefitting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to The Company of all amounts, due and owing now, and from time to time hereafter. Guarantor expressly waives notice from The Company of its acceptance and reliance on this personal guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against applicant or The Company shall be available hereunder to the Guarantor against The Company in the event of a default by Applicant on its obligations to The Company. The Company may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with, or exhausting, and other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorneys' fees, which may be incurred by The Company in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of two percent (2%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to The Company by Guarantor under this personal guarantee until collected. This personal guarantee shall be binding upon Guarantor, the Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of The Company, its successors and assigns. This personal guarantee shall be governed by and interpreted with the laws and decisions of the State of Illinois. If more than one, the obligations of the undersigned shall be joint and several.

(Print Name)

(Signature)

(Date)

(Address)

(Driver's License Number)

(Date)

Witnessed By: _____

(Notary Public)

(Date)

To expedite processing, please fax to: Credit Department 270-447-1909
Completed original application must be returned to the Credit Department