

(Continued)

Bank Name (Checking) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

Bank Name (Savings) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

REFERENCES

Mortgage Holder/Landlord Name _____ Monthly Mtg. /Rent Payment _____

Mortgage Holder/Landlord Address _____ Acct. No. _____

On Property Located at _____

Other Firms Which Are Your Primary Suppliers on Open Credit

Creditors Name	Address	Phone
1. _____	_____	() _____
2. _____	_____	() _____
3. _____	_____	() _____
4. _____	_____	() _____

Are there any judgments or any legal proceedings pending or threatened? Yes No

Explain _____

Any Checks issued within the past six months which were not paid due to insufficient funds for any reason? Yes No

Explain _____

Have you ever done business with Mario's Home Center before? Yes No

Under what name _____ Open Credit Cash/Check

Initial Maximum credit amount being applied for: \$ _____

Initial Maximum Credit Limit: The initial maximum credit limit is stated in this agreement. At our sole discretion, we may make adjustments to your maximum credit limit at any time. Said adjustments will become effective immediately. If charges issued exceed your maximum credit limit in effect, we may demand that the difference be paid to us on demand. You shall remain responsible for the total charges issued notwithstanding the fact that you may have exceeded your credit limit.

Guarantee: Guarantor unconditionally guarantees all past, present and future indebtedness owed to Mario's Home Center. Signing this agreement in a corporate capacity shall not relieve the guarantor of individual liability. This guarantee shall not be terminated without prior written notice sent by certified mail to Mario's Home Center. If in the future we agree to "release" your guarantee you will still be liable for all debt owed as of the date of release.

I agree to pay my account balance in full upon receipt of the monthly statement. Any balance left unpaid at the end of the month will be considered overdue and I agree to pay 11/2% per month late fee on the unpaid balance. This Agreement does not create a line of credit. By signing below, I ask that an account be opened for me.

You acknowledge and agree that all information provided in or in connection with this Credit Application and Agreement ("Agreement") is true and correct as of the date submitted; that you are responsible for any loss or damage we incur due to reliance upon any misrepresentation or inaccuracy you have made; that we are authorized to verify and re-verify any information contained in the Agreement either directly by contacting any named reference or source or by using a third party such as a credit reporting agency; that we may request a credit report on you (including any individual owner or officer of borrower or guarantor); and if you ask we will tell you whether a credit report was ordered and if so, the name and address of the consumer reporting agency that furnished the report. Without prior notice we may order subsequent credit reports or contact any source or reference to update, renew or extend the terms of your credit with us.

(The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.) **Events of Default:** "you fail to pay any monies owed to us by the due date, exceed your maximum credit limit, declare bankruptcy or fail to keep any of the promises or representations made to us in conjunction with this Agreement you will be deemed to be in "default" and we may close your account and require that you pay the outstanding balance at once. **Costs:** You agree to reimburse us for all costs, including reasonable attorney's fees, that we incur in collecting money you owe us or enforcing/defending the terms of this Agreement.

Notice of Changes: You will immediately notify us of any change in the financial status of borrower or guarantor and/or of any change in the ownership of a non-personal borrower or guarantor.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

I /WE PERSONALLY GUARANTEE PAYMENT IN FULL INCLUDING ALL FINANCE CHARGES, COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES INCURRED AS SPECIFIED ABOVE, AND WAIVE ANY PRESENTMENT, DEMAND, PROTEST, OR ANY OTHER NOTICE REGARDING THIS GUARANTEE OF PAYMENT.

Mario's Home Center retains the right to terminate this agreement at any time and CLOSE the account(s) without prior notice and at our sole discretion.

Signature of Personal Guarantor(s):

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Persons who can use your account: _____
