



1099 Mariposa Street  
 San Francisco, CA 94107  
 Tel: (415) 252-1600  
 Fax: (415) 252-9100

# Credit Application Form

<b>Billing Address:</b>		<b>Office Address:</b>	
Legal Company Name		Legal Company Name	
Attention		Attention	
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Telephone	Fax	Telephone	Fax
Email		Email	

### General Information

Federal Tax ID No.	Company Composition <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sub-Chapter S Corp	Corporation State of:	
Dun & Bradstreet (D&B) No.	At Present Location Since Date	Are Premises leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of Credit Desired
Principal / Owner	Title	Email	Phone No. & Extension

### Ordering Information

Are Written Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is Merchandise for Resale? <input type="checkbox"/> Yes <input type="checkbox"/> No	Resale No. (if for resale, please provide Copy of Certificate)	
Purchasing Agent	Fax	Email	Phone No. & Extension
Accounts Payable Contact	Fax	Email	Phone No. & Extension

### Credit Card Information

Credit Card Type <input type="checkbox"/> American Express <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard				
Name on Card	Billing Address	City	State	Zip
Account No.	Routing No. (3 digits on back of Visa or 4 digits on front of Amex)			

### Bank Information

Bank Name	Branch Name	Bank Contact Officer	Phone No. & Extension	
Bank Address	City	State	Zip	Type of Account and Account No.

### Terms and Conditions

All accounts are COD until a credit application has been completed, reviewed, and approved. If any indebtedness incurred pursuant to this request for credit is not paid in full when due, the undersigned agrees to pay all costs of collection, including a reasonable attorneys fee. Any balance so remaining unpaid shall bear interest at the lesser rate of 1.5% per month or the maximum rate permitted by applicable law, until paid in full.

### Acceptance and Approval

I have the authority to bind my company and is authorized by my company to enter into the credit application terms and conditions as stated. In addition, I authorize the bank and credit card company named herein to release information requested for the purpose of obtaining and reviewing my credit from time-to time.

Name of Authorized Representative	Title		
Agreed and Accepted, Signed	Phone No. & Extension	Date	

## Terms and Conditions

**Credit and Payment of Invoices:** Invoices are due and payable on a net 30 days basis. A 1.5% interest per month on the balance due will be charged when payment is not received by the due date. Direct Mail Center reserves the right to suspend or discontinue production on any pending work for a Client whose invoices are delinquent. The Applicant shall be made liable for expenses incurred to such date, and Direct Mail Center shall not be liable for any loss because mailing was not made.

**Collection Costs, Attorney Fees, Venue:** Applicant expressly agrees that it shall be liable and pay all attorneys' fees, collection costs and court fees, whether or not incurred in connection with litigation, including but not limited to attorney's fees and costs associated with the enforcement of any of the terms of this Application and attorneys' fees and costs resulting from a default under this Application. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Direct Mail Center and that Applicant expressly waives its venue rights without reference to conflicts of laws principles.

**Change of Ownership:** Applicant must notify Direct Mail Center in writing, and by certified mail of any change in ownership, the name or the business structure under which credit is established.

**Postage:** Applicant's payment of all postage in advance is a material condition precedent to Direct Mail Center's performance. Direct Mail Center has the right to withhold any mailing without any liability or responsibility for any circumstances arising when mailing was held or late, should postage not be paid, or advanced to Direct Mail Center before the scheduled mailing date.

**Storage of materials:** In the case that a monthly storage fee is agreed between Direct Mail Center and the Applicant, the Applicant is responsible for paying the fee on a net 30 days term. Direct Mail Center reserves the right to stop providing storage service to the Applicant if the storage fees are not paid. The Applicant is advised that the storage fee paid to Direct Mail Center is solely for the rental of space at the premises for Direct Mail Center. The storage fee does not include business liability insurance. Direct Mail Center assumes no liability for all damage and/or loss caused by, but not limited to, theft, flood, fire, moisture, natural disasters, to the Applicant's materials stored in its premises. The Applicant stores his materials in the premises of Direct Mail Center at his own risk. The Applicant will not be compensated for any economic loss sustained resulting from damage and/or loss to its materials stored at the premises of the Direct Mail Center.

**Materials furnished by the Client:** Materials ordered by the Applicant for processing by Direct Mail Center must be of satisfactory quality and standard of production, to permit expeditious handling. The common causes of excessive production time are improperly manufactured envelopes, poorly folded circulars, and materials not in conformity with the normal graphic art standards, or United States Post Office specifications. While every attempt will be made by Direct Mail Center to work with materials ordered by the Client, troublesome situations will be brought to the attention to the Applicant, and may necessitate additional charges to compensate Direct Mail Center for increased production time.

**Lists:** Mailing list furnished by the Applicant are regarded as the Client's exclusive property, and are to be only as the Applicant directs. When the Applicant requests Direct Mail Center to compile lists for them, Direct Mail Center endeavors to find the best available source, depending upon the Applicant's requirements as to his definition, cost, and schedule of mailing. Direct Mail Center acts solely as a broker in these matters, and makes no guarantee of accuracy other than that set forth by the compiler, and assumes no responsibility for wasted postage, material or processing cost in case undeliverables exceed the supplier's guarantee. Direct Mail Center will, however, attempt to obtain adjustment from the supplier when the list is excessively inaccurate; but such situations shall not justify withholding any payment of our invoice.

**Schedules, Delays and Overtime:** Direct Mail Center will use its best efforts to meet all scheduled delivery and mail dates and assumes no responsibility for failure to meet schedules caused by delays beyond its control. Direct Mail Center prefers not to charge overtime on work, and will request Applicant's authorization to do so in instances where insufficient production time is allowed, or where supplier of Applicant's material is late in delivery.

**Cancellations or changes in instructions:** Applicant will be charged a \$50.00 cancellation fee in addition to all costs incurred by Direct Mail Center prior to the time of notice of cancellation. Said costs include but are not limited to costs of material, labor, services, lists, and reasonable profit.

**Severability in event of partial validity:** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.