



TENNESSEE ENTERPRISES, INC.

7423 BONNYSHIRE DRIVE, CHATTANOOGA, TN. 37416
TEL: 423-899-2767 & 1-800-527-3812 FAX: 423-855-2041 & 1-800-834-3084

COMPANY INFORMATION

Business Name: _____

Telephone : (____) _____ FAX Number: (____) _____

Trade Name: _____

Address: _____ (City) _____ (State) _____ (ZIP) _____

Mailing Address: _____ (City) _____ (State) _____ (ZIP) _____
(Only if different)

Email Address: _____

Principal Contact At Company: _____ Telephone: (____) _____

ORGANIZATION: Corporation Proprietorship **PARTNERSHIP** : General Limited

CORPORATIONS: _____ % OWNERSHIP

President: _____

Vice President: _____

Treasurer: _____

Secretary: _____

PARTNERSHIPS:

Partners Name & Addresses: _____

PROPRIETORSHIP:

Name & Address of Individual Owner: _____

BANK REFERENCES:

(1)Name:		(2) Name	
Address		Address	
Telephone	ACCT#	Telephone:	ACCT #
Officer		Officer	

Please complete back of this form and sign page 3

FOUR BUSINESS REFERENCES:

(1) Name: _____

Address: _____ (City) _____ (State) _____ (ZIP) _____

Telephone: (____) _____ FAX: (____) _____

(2) Name: _____

Address: _____ (City) _____ (State) _____ (ZIP) _____

Telephone: (____) _____ FAX: (____) _____

(3) Name: _____

Address: _____ (City) _____ (State) _____ (ZIP) _____

Telephone: (____) _____ FAX: (____) _____

(4) Name: _____

Address: _____ (City) _____ (State) _____ (ZIP) _____

Telephone: (____) _____ FAX: (____) _____

**** PLEASE INCLUDE A COPY OF YOUR CERTIFICATE OF REGISTRATION (Sales Tax).**

BLANKET CERTIFICATE OF RESALE

TO: **TENNESSEE ENTERPRISES, INC.**

The undersigned hereby certifies that the merchandise purchased on each order we shall give, and until this notice is revoked by us in writing is purchased for

- () Resale as tangible personal property, or resale of a service subject to tax
- () A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- () Rental or leasing of tangible personal property.
- () Use in accordance with the provisions of Rule No. 68. (A copy of the letter must be given to the vendor)
- () Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.

Sales Tax Registration Number _____ State _____

Name of Dealer _____ Purchaser _____

By _____ Date _____

Address _____

NOTICE

THIS CERTIFICATE MUST BE COMPLETED AND SIGNED BEFORE IT IS VALID.

The vendor must know, within the use of ordinary care, that the merchandise obtained upon this certificate of resale is that normally sold by the vendee in his usual course of business vendors failing to exercise such care will be held liable for the Sales tax due upon such purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any matter and must be reported and the tax paid thereon direct to the Department of Revenue.

SECTION 67-3041 OF THE "TENNESSEE CODE ANNOTATED" MAKES IT A MISDEMEANOR TO MIUSE A CERTIFICATE REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATION TO REVOCATION.

All parties listed in this application are authorized to release credit and financial information to **TENNESSEE ENTERPRISES, INC.** The undersigned jointly and severally and unconditionally states that the above information is a true and correct statement of the business named. In consideration of extension of credit to the business entity, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned individual(s) jointly and severally and unconditionally guarantee the performance and payment (including all amounts payable thereunder and collection costs and attorney's fee) when due to all invoices/accounts purchased from **TENNESSEE ENTERPRISES, INC.** In addition, thereto, the parties agree that any action to enforce payment of obligations due shall, at the election of **TENNESSEE ENTERPRISES, INC.** be brought in a State of Federal Court of competent jurisdiction located in Hamilton County, Tennessee, and in that event, each party hereby irrevocably submits themselves to the personal jurisdiction of any such court and hereby agrees to waive an objection, defense or notice which either may have to its personal jurisdiction or venue of such court, including any claim of inconvenience.

SECURITY. As security for the payment of all sums owed to **TENNESSEE ENTERPRISES, INC.** (hereinafter "Seller") from Buyer, Buyer hereby grants to Seller a security interest in any items sold to buyer under any agreement presently existing between Buyer and Seller, or any agreements hereafter entered into between Buyer and Seller, and any proceeds from the subsequent sale of any such items purchased by Buyer. The amount, if any, of the unpaid balance from any previous invoices shall be consolidated, for purposes of payment, with the balance owed in any new items being purchased by Buyer from Seller. Seller shall retain its security interest in any previous items purchased by Buyer which have not been paid in full.

Care of Goods. While any items in which Seller has a security interest remain subject to Seller's security interest, Buyer will keep them in good condition and free from there liens and security interests, will not use such items illegally and dispose of them other than in the ordinary course of business, and will not, without prior written consent of Seller, remove such items from the premises to which they were delivered and/or are to be delivered, other than in the ordinary course of business.

Default. Buyer shall be considered to be in default if (i) Buyer fails to make any payment to Seller when due; (ii) the prospect of payment, performance or realization of collateral (any goods purchased by Buyer from Seller) is significantly impaired by Buyer's failure to perform any of Buyer's other premises or obligations hereunder, or by the commencement of any proceeding under any bankruptcy or insolvency laws by or against Buyer.

Remedies on Default. If Buyers fails to make a required payment in full within 30 days of invoice date, Seller may at its option declare the entire unpaid balance immediately due and payable. In addition, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in any applicable jurisdiction, or any other applicable law, including (without limitation) the right, when permitted by law, (i) to enter any premises on which any of the items then subject to Seller's security interest are situated and without breach of the peace take possession of such items, and (ii) to require Buyer to assemble items than subject to Seller's security interest and make them available to Seller at a place to be designated by Seller which is reasonably convenient to both parties, (iii) to institute judicial action, and (iv) to dispose of the collateral in accordance with the Uniform Commercial Code. If Seller begins a lawsuit to collect any balance due, deficiency or otherwise, Buyer's agrees to pay reasonable attorney's fee and legal expenses to Seller. If Buyer is late again in making payments, Seller may exercise all of its rights without providing Buyer the notice and right to cure referred to above.

THE PARTIES ALSO AGREE THAT A SERVICE CHARGE OS 1-1/2% PER MONTH WILL BW CHARGED ON ALL PAST DUE ACCOUNTS. CUSTOMER IS RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

GUARANTOR(S)

(1) _____
Date (Print Name) Social Security # Signature

Home Address: _____
Tel.: (____) _____

(2) _____
Date (Print Name) Social Security # Signature

Home Address: _____
Tel.: (____) _____

BUYER:

(Company Name)

(Company Purchaser - Print Name)

By: _____
Signature
Title: _____
(of signature above)