



empirePRO

Distributor of Pro Audio and Lighting

Empire Wholesale, Inc.
1651 Tarleton Street
Los Angeles, Ca. 90021
Phone: 213.748.5200
Secure Fax: 213.947.4417
www.empirepro.com

CREDIT APPLICATION & AGREEMENT

NEW [] UPDATE []

TERM APPLYING FOR : NET [] CREDIT CARD [] COD []

PLEASE PRINT CLEARLY

Dealer's Legal Name: _____

DBA: _____ Date Business Started : _____ Phone # : _____ Fax # : _____

Address: _____ City: _____ State: _____ Zip _____

Email Address : _____ Website URL: _____

Type of Business: Corporation [] Division [] Partnership [] Sole Proprietorship [] LLC []

Subsidiary of: _____ if incorporated, State of Incorporation _____

Sales Tax Resale # _____ From which State: _____

RESALE TAX CERTIFICATE MUST BE ATTACHED TO YOUR APPLICATION

Federal EIN ID # ; _____ Tax Resale Number: _____

Contact for account Payable: _____ Are Purchase Order Required? YES [] NO []

A/P PHONE # : _____ A/P FAX # : _____ A/P E-MAIL: _____

FULL NAME AND ADDRESS OF OFFICERS / PRINCIPALS:
(ATTACHED ADDITIONAL PAGES IF NEEDED)

Name: _____ Social Security ___ - ___ - ___ Title: _____

Home Address: _____

Name: _____ Social Security ___ - ___ - ___ Title: _____

Home Address: _____

Bank Name: _____ Account # : _____ Contact: _____

Phone # : _____ Fax # : _____

**TRADE REFERENCES
MINIMUM 3 REQUIRED**

1. _____ ACC # _____ PHONE # _____ FAX # _____

2. _____ ACC # _____ PHONE # _____ FAX # _____

3. _____ ACC # _____ PHONE # _____ FAX # _____

4. _____ ACC # _____ PHONE # _____ FAX # _____

CREDIT AGREEMENT AND SECURITY AGREEMENT

This is Credit Agreement and Security Agreement ("Agreement") between the Applicant identified on page 1 hereto ("Applicant") and Empire Wholesale Inc. ("EWI") is entered into in consideration of the extension of credit by EWI to the applicant on the following terms and conditions:

1. This agreement and each invoice for inventory, goods or services to be provided by EWI to Applicant govern the terms and conditions of all charges on Applicant's credit account ("Account") from the date of this Agreement until terminated. EWI reserves the right to grant, revoke, or modify the terms of the Account at any time and nothing in this Agreement shall be constructed as a guarantee or assurance of any extensions of credit on the Account at any time.
2. The Applicant shall pay the Account in US dollars, in accordance with terms of each invoices and this Agreement. If Applicant has not paid all sums due EWI by the due date stated on invoice, a monthly finance charge of 2% per month or the highest amount legally allowed shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be waiver of any future finance charges. Should it become necessary to place the account with a collection agency or attorney for collection, the Applicant shall pay collection cost equal to a minimum of twenty-five percent(25%) of the amount then outstanding and all attorney's fee and costs in addition to all other sums due. EWI will charge a returned check fee of \$ 35.00 per check per deposit.
3. The Applicant authorizes EWI to obtain credit and financial information concerning the Applicant at any time and from any source.
4. This agreement shall constitute a security agreement within the meaning of the California Uniform Commercial Code ("UCC"). Applicant hereby grant a security interest to EWI in (i) all inventory and goods purchased by Applicant from EWI (whether shipped to Applicant or Applicant's customer and whether retained or returned by such customers); (ii) all credit card receivable of Applicant arising from any source whatsoever; (iii) all records, writings, papers and data kept or relating to any part of component of the foregoing collateral, and all proceeds to secure payment and performance of all debts, liabilities and obligations of Applicant to EWI, including , without limitation, obligation arising under this Agreement or any invoice, of any kind whatever and however or whenever incurred.
5. Applicant shall provide EWI with at least fifteen (15) days prior notice of any changes in Applicant's legal name, state of formation, principal place of business.
6. If Applicant makes a false statement on attached Credit Application or fails to perform any of its obligations hereunder, Applicants fails to make any payment on the account when due, or Applicant or any guarantor of Applicant's obligations becomes insolvent, files petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, then Applicant becomes shall be in default under this Agreement and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand, EWI shall be entitled to exercise all remedies available to it at law or in equity, including, without limitation, its rights as a secured creditor of Applicant without limiting the generality of the forgoing, EWI may enter Applicant's premises without legal process and take possession of the Collateral. Any requirement of reasonable notice of disposition of the Collateral shall be satisfies if such notice is mailed to Applicant's billing address at least ten (10) days before such deposition. Applicant waives any and all rights it may have under the UCC with respect to the enforcement of EWI's security interest in the Collateral and disposition thereof to the maximum extent permissible by law.

7. This agreement is governed by the laws of the State of California. The Applicant accepts unconditionally the exclusive jurisdiction of any state or federal court located in Los Angeles County, California over any action or proceeding arising out of this Agreement and waves any claim that the State of California is not a convenient forum or the proper venue.
8. There will be 25% restocking fee for all returned items. No returns on special orders, stylus, cartridges, microphones and headphones. No refunds.
9. For our products, as with any electrical device, you must disconnect from power supply before service or relamping. Service should be performed by qualified personnel only. Periodic inspection and maintenance is required to keep equipment operating properly and at peak performance. Do not mount fixtures on or adjacent to combustible materials. Safety cables should be used at all times for mounting fixtures overhead.
10. Return Authorization from our customer service department prior to return. This number must be marked on all related return. All material must be returned within 30 days after authorization is received. Products must be new, unaltered, in original cartons and in resalable condition. Return freight is to be prepaid by customer, unless otherwise authorized. Return goods are subject to 25% restocking charge. Material that is special order, closeout, or obsolete is not returnable for credit. No return on cartridge, stylus, fader, microphone, headphone, bulb and software. Credit will be given in the form of credit memo, no cash. All returns are subject to inspection of quality and count. No credit is authorized or implied until Empire Wholesale Inc. or the manufacturer performs an evaluation.
11. Territorial restrictions may apply to some items.
12. For our products, as with any electrical device, you must disconnect from power supply before service or relamping. Service should be performed by qualified personnel only. Periodic inspection and maintenance is required to keep equipment operating properly and at peak performance. Do not mount fixtures on or adjacent to combustible materials. Safety cables should be used at all times for mounting fixtures overhead.

THE UNDERSIGNED WARRENTS (I) ALL THE INFORMATION ON THE CREDIT APPLICATION IS TRUE AND CORRECT; (II) THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON THE BEHALF OF THE APPLICANT; AND (III) THIS AGREEMENT HAS BEEN CAREFULLY READ AND IS LEGALLY BINDING ON APPLICANT UPON ACCEPTANCE OF THE CREDIT APPLICATION BY EMPIRE WHOLESALE, INC.

APPLICANT BUSINESS NAME: _____

BY: _____
(Signature and Title)

PRINT NAME: _____ DATE: _____

PERSONAL GUARANTY

1. Each of the undersigned individuals authorizes Empire Wholesale Inc. to obtain credit and financial information concerning him or her at any time and from any source. Each of the undersigned represents and warrants that all the information in the attached Credit Application is true and correct.
2. In consideration of Empire Wholesale Inc. extending credit after acceptance date hereunder for on behalf of the Applicant, the undersigned hereby unconditionally and irrevocably, jointly and severally guarantee to Empire Wholesale Inc. the full, prompt and complete payment of any and all indebtedness of Applicant at any time and from time to time, to Empire Wholesale Inc. under Agreement. The undersigned authorized Empire Wholesale Inc., without notice or demand, to renew, compromise, extend, accelerate or otherwise amend the terms of the Agreement. The undersigned hereby waives any right to require Empire Wholesale Inc. to proceed against any security, any demand for payment, presentment, demands or protest, any and all other rights the undersigned may have prior to or in connection with enforcement of this Guaranty, to the maximum extent permitted by law. This obligation shall remain in effect and apply to all transactions not withstanding any change in the composition of Applicant.

Guarantor Signature
Print Name: _____
Date: _____

Spouse Guarantor Signature
Print Name: _____
Date: _____



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APPLICANT:

TO EXPEDITE THE PROCESSING OF YOUR APPLICATION, PLEASE SIGN THIS RELEASE FORM.

THANK YOU,

Empire Wholesale Inc. Mgmt.

CREDIT DEPARTMENT:

**I AUTHORIZE THE RELEASE OF INFORMATIONS TO EMPIRE WHOLESAL
INC. ON MY ACCOUNT:**

NAME OF BANK: _____

ACCOUNT NUMBER: _____

ACCOUNT NAME: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have
(Vendor's name)
listed in paragraph 5 below.
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER (**BUSINESS NAME**)

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER
()

DATE

THIS MUST BE SUBMITTED WITH A COPY OF YOUR STATE ISSUED VALID RESALE CERTIFICATE/ BUSINESS LICENSE
***** This Resale Certificate must be UPDATED YEARLY and Faxed to our secure fax line: 213.947.4417**

**HARMAN PROFESSIONAL
DEALER AUTHORIZATION RECORD
DISTRIBUTOR'S CUSTOMERS**

Distributor Information

Company Name EMPIREPRO
Street Address 1651 TARLETON STREET
City LOS ANGELES State CA Zip Code 90021
Phone # 213.748.5200 Fax # 213.947.4417 E-Mail _____
Contact Name _____ Contact Title _____

Dealer/Customer Information

Company Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone # _____ Fax # _____ E-Mail _____
Contact Name _____ Contact Title _____

**Legal Entities / DBAs /
Stores:**

(Please list all legal entities, trade names, business names, DBAs, and store names that Dealer may use or operate under in connection with the sale of Harman Professional products. Items not listed are unauthorized.)

Web Sites and Internet:

(Please list all domain names, URLs, web sites, Internet storefronts, marketplaces, and other Internet presences that Dealer may use or operate under in connection with the sale of Harman Professional products. Items not listed are unauthorized.)

**HARMAN PROFESSIONAL
DEALER AUTHORIZATION RECORD
DISTRIBUTOR'S CUSTOMERS**

Unilateral Policy Rules:

1. Dealer's designation as an Authorized Harman Professional Dealer is solely at Harman Professional's discretion and may be temporarily or permanently suspended or revoked at any time, with or without cause, at the sole and absolute discretion of Harman Professional. Harman Professional may, in its sole and absolute discretion, suspend Dealer's privilege to purchase (from any source) some or all Harman Professional Products, with or without cause.

2. In order to qualify as an Authorized Harman Professional Dealer, a Dealer that is a customer of a Distributor must, in addition to other qualifications Harman Professional deems relevant: (i) choose to operate consistently with all applicable Harman dealer and reseller criteria and eligibility requirements, including, without limitation, all applicable Vertical Market Terms and Conditions and Harman Professional policies and standards; (ii) sell Harman Professional products only at the retail level or directly to end-user customers (i.e. not for further resale); (iii) possess valid business licenses, tax resale certifications, and other required licenses, permits, or authorizations to conduct its business operations, and (iv) have a valid Dealer Authorization Record on file with the authorized Distributor(s) from which the Dealer purchases Harman Professional products.

3. Designation as an Authorized Harman Professional Dealer does not constitute any dealership, franchise, or other relationship or agreement between Dealer and Harman Professional or any Harman Professional distributor (other than that of a buyer and seller). Harman Professional does not authorize and will not be bound by any representation of any nature other than those expressed herein.

4. Harman Professional does not authorize purchase of its products for export purposes. Harman Professional extends written warranties only to end-users within the United States who purchase Harman Professional products from Authorized Harman Professional Dealers in the United States at the time of the sale. Dealers shall make Harman Professional warranties readily available to prospective buyers either by displaying them in close proximity to the warranted products, or by furnishing them upon request prior to sale and posting prominent signs to let customers know that warranties can be examined upon request.

By signing below, Distributor is certifying that: (i) the information above supplied by Dealer is accurate, true, and complete, to the best of Distributor's and Dealer's knowledge, after discussing with Dealer; (ii) Distributor believes, after using its best efforts, that the Dealer identified in this Dealer Authorization Record qualifies to serve as an Authorized Harman Professional Dealer; and (iii) Distributor will promptly provide to Dealer a signed copy of this Dealer Authorization Record. Failure to fully complete this Dealer Authorization Record or providing false information on this form will result in the immediate revocation of Dealer's designation as an Authorized Harman Professional Dealer.

FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Signature of Distributor: _____

Print Name: _____

Title: _____

Date: _____