



Credit Application Form

Business Information

Business Name:		Federal ID #:
Street Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		
Mailing Address:		
<input type="checkbox"/> Same as above		

Company Information

Type of Business:	
Company Name:	
Legal Form: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	In Business Since:
If Division of or Subsidiary - Name of Parent Co.	

Guarantor(s) responsible for Business Transactions:

Name/Title:	Phone:
Address:	
Name/Title:	Phone:
Address:	

Accounts Payable

Contact Name:	Prefer to receive Bill/Invoices by <input type="checkbox"/> Email <input type="checkbox"/> Fax
Phone:	Fax:
Email:	Payment Method: <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto deduction <input type="checkbox"/> Check

Bank Reference

Account #:	
Institution Name:	Contact:
Phone:	Fax:
Address:	

Trade Reference

Company Name:	Contact:
Phone:	Fax:
Address:	

Credit Card Information

Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AmEx	Name of Card Holder:	
Card Number:	Expiration:	Security Code:
Billing Address (Incl Zip):		

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for to verify the information contained herein. Initial and supply full signature on page 2 after Terms and Conditions.

Initial:

Complete and save copy of form. Email to Accounts@RochesterOptical.com or Fax to 585-254-5026



Credit Terms and Conditions

By signing this document, the Legal Business Name referenced above ("Customer") and each guarantor certify and agree with and in favor of ROCHESTER OPTICAL as follows:

1. All information and documents submitted in connection with this Credit Application are true, correct and complete. Each signer is authorized to execute this Credit Application. ROCHESTER OPTICAL, its agents, affiliates and lenders to receive credit reports and any other information regarding Customer and each guarantor from third parties, to verify any information provided on this Credit Application.
2. ROCHESTER OPTICAL shall have the right, at any time and with or without notice to limit the amount of credit outstanding to Customer and/or to deny the further extension of credit. Accounts that are not paid within 90 days will be placed on hold until the account is brought current.
3. The billing cycle on Customer's account will end the last day of every month.
4. Interest shall be due and payable on the outstanding balance of Customer's account at a rate of the lesser of one and one-half of one percent (1.50%) per month or the highest rate permitted under applicable law. Interest on the outstanding balance of Customer's account will accrue from the date the payment is due through and including the date of final repayment.
5. In the event any payment is not able to be processed by the customer's financial institution, the customer shall pay ROCHESTER OPTICAL an incremental charge of \$50 for each time the payment is rejected. This would include all electronic payments, credit cards and paper checks.
6. That information provided by Customer and any guarantor has been relied upon by ROCHESTER OPTICAL GROUP in connection with its decision to extend credit to Customer.
7. In the event that the legal composition of the customer changes, customer and guarantor shall notify ROCHESTER OPTICAL in writing, by certified mail, return receipt requested of such change at least thirty (30) day prior to such change taking place.
8. In the event ROCHESTER OPTICAL is required to pursue legal action to collect amounts due to it, ROCHESTER OPTICAL will be entitled to recoup all of its costs of collection, including, without limitation, reasonable attorneys' fees and costs for pursuing such action, whether or not suit be brought, including attorneys' fees and costs in any appellate proceeding, plus all other reasonable expenses incurred by it in exercising any of its rights and remedies against Customer or guarantor, and including, without limitation, court costs and other legal expenses incurred in connection with consultation or in judicial, administrative or arbitration proceedings, both at trial and appellate levels. It is further agreed that reasonable attorneys' fees shall be not less than 25% of the outstanding principal balance in the event of a default by the customer and guarantor.
9. This Credit Application shall be governed by and construed pursuant to the internal laws of the State of New York without regard to its principles of conflicts of law. Any dispute arising out of or relating to this shall brought in the Supreme Court in the State of New York in Monroe County.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby absolutely and unconditionally and jointly and severally (if more than one) personally guarantee to ROCHESTER OPTICAL and agree to be directly liable for the due payment and performance of any and all of Customer's present and future obligations to ROCHESTER OPTICAL. The undersigned consent to any agreements with Customer including payment extensions. This Personal Guarantee shall be the continuing, irrevocable and unconditional obligation of the undersigned, and the undersigned hereby waive demand of payment, notice of presentment, and any and all requirements of notice, defenses, offsets and counterclaims and any other act or omission of ROCHESTER OPTICAL which changes the scope of the undersigned's risk. The undersigned agree that ROCHESTER OPTICAL may proceed directly against the undersigned without first proceeding against Customer and to indemnify ROCHESTER OPTICAL for all damage, loss, liability and expense (including attorneys' fees). ROCHESTER OPTICAL incurs in enforcing its rights against Customer or the undersigned. By signing below the undersigned agree to this Personal Guarantee. This Personal Guarantee shall be governed by the laws of the State of New York.

Guarantor(s) Signature:	Date:
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Electronic Signature - enter name and date above

Complete and save copy of form. Email to Accounts@RochesterOptical.com or Fax to 585-254-5026