



BUSINESS/CREDIT APPLICATION

LEGAL BUSINESS NAME			
BILLING ADDRESS		CITY	
STATE	ZIP+4	PHONE	FAX #
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SOLE-PROPRIETORSHIP	<input type="checkbox"/> LLC
TYPE OF BUSINESS		AGE OF BUSINESS	YEARS OF PRESENT OWNERSHIP
PLEASE LIST NAMES OF OWNERS, OFFICERS OR THOSE RESPONSIBLE FOR PAYMENT			
NAME	HOME ADDRESS	HOME PHONE	SOCIAL SECURITY #
TYPE OF ACCOUNT <input type="checkbox"/> COD <input type="checkbox"/> TERMS - Est. monthly amt. \$		FEDERAL TAX ID #	
CREDIT REFERENCES			
PRINCIPAL BANK:			
BANK NAME		CHECKING ACCOUNT #	
LOAN #		SAVINGS #	
STREET	CITY	STATE	ZIP
CONTACT PERSON	PH#	FAX #	
SUPPLIERS:			
COMPANY NAME		PH#	
FAX#	EMAIL		
COMPANY NAME		PH#	
FAX#	EMAIL		
COMPANY NAME		PH#	
FAX#	EMAIL		

SERVICE CHARGES: Customer agrees that a service charge of 2% per month will be assessed to any past due balances and will become part of the balance due.

COST OF COLLECTION: In the event Customer defaults in its credit obligations, Customer shall be liable for Design Air's costs of collection, including reasonable attorneys' fees.

ELECTRONIC PAYMENT AUTHORIZATION: Customer agrees that payments made in the form of an e-mailed or faxed check will be drawn on their bank as an ACH draft and the customer is aware that a cancelled check image will not be available.

The undersigned individual, who is either a principal of the credit applicant or is the sole proprietor, recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

I hereby authorize any bank, trade reference or agency to furnish account information and payment experience on any accounts in my name(s). I further hold harmless any bank, trade reference or agency for providing said information.

SIGNATURE

DATE

Your signature is legally binding for this credit application.

ARE YOU TAX EXEMPT? <input type="checkbox"/> YES <input type="checkbox"/> NO			IF YES, SUBMIT SIGNED TAX EXEMPT FORM.
DO YOU REQUIRE A PURCHASE ORDER? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DO YOU REQUIRE ORDER CONFIRMATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, DO YOU PREFER CONFIRMATION VIA: <input type="checkbox"/> PHONE <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL			
SHOULD WE PRINT PRICES ON DELIVERY TICKET? <input type="checkbox"/> YES <input type="checkbox"/> NO			
SHIP TO ADDRESS (IF DIFFERENT THAN THE ADDRESS ON FRONT OF CREDIT APPLICATION):			
STREET			
CITY		STATE	ZIP CODE
ANY SPECIAL DELIVERY INSTRUCTIONS?			
Shopper name:		PH	EMAIL
AP / bookkeeper:		PH	EMAIL
I PREFER TO RECEIVE INVOICES VIA: <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL			Fax # or EMAIL
I PREFER TO RECEIVE STATEMENTS VIA: <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL			Fax # or EMAIL

THE UNDERSIGNED HEREBY AUTHORIZES DESIGN AIR, LLC TO SEND FAXES OR EMAILS TO THE ADDRESSES BELOW, AS DEEMED NECESSARY. THIS WOULD INCLUDE PROMOTIONAL MATERIALS.

SIGNATURE

DATE

Your signature is legally binding for this credit application.

FAX #

EMAIL

PAYMENT OPTIONS: Check, cash, credit card, automatic withdrawal from bank account (ACH). Credit cards accepted: Discover, VISA and Master Card. No cash discount allowed for COD orders or payments made by credit card.

INTERNET OPTION: You can access your account on-line from www.designair.com. This will allow you to check pricing, place orders, view your account balance, print invoice copies, view pending orders/credits, etc. Call 800-444-0101 to set up a password.

PERSONAL GUARANTY: If your business is incorporated as INC, LLC, or LLP, we ask that you complete the following personal guaranty form for each principal of the company. If owners are a husband and wife, a separate document is required for each spouse.

Please have your insurance company send us a copy of your proof of liability insurance

*******Include a copy of your HVAC license with this form*******

Once completed, FAX to: 920-560-5283 or EMAIL to: accounting@designair.com

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) DESIGN AIR, LLC return to: accounting@designair.com or Fax# 920-560-5283
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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or

Employer identification number																				
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PERSONAL GUARANTY

_____(full legal name of individual),
hereinafter "Guarantor," hereby provides this unlimited guaranty of the payment of all obligations of
_____(legal business entity name),
(the "Company") to Design Air, LLC, a Wisconsin corporation ("Design Air").

- PURPOSE.** The Guarantor makes this Guaranty to extend credit to the Company and to continue sale of goods from time to time to the Company. However, the execution of this Guaranty does not create any right in the Company to receive future credit from Design Air.
- "COMPANY" DEFINED.** The Company whose obligations are being guaranteed shall include the Company(ies) listed above and any of its related and/or successor entities. The Guarantor shall ensure that the Company shall not change its name, organizational structure, or jurisdiction of organization unless it shall have (a) notified Design Air in writing within ten (10) days prior to any such change, specifying any new name, organization structure, and/or jurisdiction of organization, and providing such other information in connection therewith as Design Air may reasonably request; and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection, and the same or better priority of Design Air's interest in any collateral given by the Company to Design Air to secure the Obligations of the Company to Design Air.
- GUARANTY.** The Guarantor hereby absolutely and unconditionally guarantees the prompt and full payment when due, whether by acceleration or otherwise, of all debts, obligations, and liabilities of the Company to Design Air, of whatever nature and in whatever manner arising, whether out of credit previously granted, credit contemporaneously granted, and/or credit granted in the future by Design Air to the Company, to the Company and another, or to another guaranteed or endorsed by the Company, and/or arising under any contracts or agreements between Design Air and the Company, between Design Air and the Company and another, or between Design Air and another guaranteed or endorsed by the Company, and/or arising by operation of law. Such obligations shall include all costs, expenses, and fees, and specifically attorneys' fees and expenses, incurred in endeavoring to collect all or part of the indebtedness. The Guarantor shall pay to Design Air the full amount of the above-described indebtedness when due, or upon Design Air's demand thereafter, irrespective of any action or lack of action on Design Air's part in connection with the enforcement against the Company of such debts, obligations, and liabilities or the perfection, possession, enforcement, disposition, subordination, or release of any or all security therefor, and further irrespective of any invalidity of such debts, obligations, liabilities, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor. This Guaranty is a continuing guaranty of payment and not of collection. Notwithstanding any other term or provision of this Guaranty, Design Air's rights hereunder shall be reinstated and revived, and this Guaranty shall be fully enforceable with respect to any amount at any time paid on account of such indebtedness which thereafter shall be required to be restored or returned by Design Air as a result of bankruptcy, insolvency, or reorganization of the Company, the Guarantor, or any other person or entity, or as a result of any other fact or circumstance, all as though such amount had not been paid.
- CREDIT TERMS BETWEEN DESIGN AIR AND COMPANY.** The Guarantor's liability hereunder will not be impaired or discharged by any change or extension in the present credit agreements or terms between Design Air and the Company or by any new agreements or terms.

5. **COMPANY'S INSOLVENCY.** All liabilities of the Company and the Guarantor to Design Air shall mature immediately upon the Company's insolvency; commission of an act of bankruptcy; voluntary or involuntary petition in bankruptcy, receivership, or reorganization; making arrangements for any assignment for the benefit of its creditors; or calling a meeting of creditors.

6. **WAIVER OF NOTICE; WAIVER OF SET-OFF OR OTHER BENEFIT; MISCELLANEOUS WAIVERS.** The Guarantor hereby waives notice of Design Air's acceptance of this Guaranty and any other notice to which the Guarantor might otherwise be entitled, including notice of transactions with, or extensions of credit to, the Company or notice of nonpayment or default by the Company. In addition, the Guarantor agrees to subordinate any rights to set-off, recoupment, or any other claim which the Guarantor may have or acquire against the Company to any claim, right, or remedy that Design Air has against either the Company or the Guarantor. The Guarantor waives demand, presentment, protest, notice of protest, notice of dishonor, or other nonpayment of any and all guaranteed obligations and diligence in bringing suit against any party liable for the payment or performance of the guaranteed obligations, waives the defenses of impairment of collateral for the guaranteed obligations, impairment of recourse against any person or entity against whom Design Air has any right of recourse, all defenses of any accommodation maker, and all discharges based upon suretyship, waives notice of sale or other disposition of any collateral or security now held or hereafter acquired by Design Air, and agrees that, without discharging the Guarantor, the time of payment and any other provision concerning the guaranteed obligations may be extended or modified an unlimited number of times before or after maturity without notice to the Guarantor.

7. **PERSONAL CREDIT REPORTS.** The Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the Guarantor by Design Air from time to time as may be needed in the credit evaluation process.

8. **REVOCAION OF GUARANTY.** The Guarantor may revoke this Guaranty by delivering written notice to Design Air by certified mail, return receipt requested or personal delivery; however, such notice shall not relieve the Guarantor of the liability hereunder for accounts, obligations, or indebtedness of any kind which: (a) exists at the time the notice is received by Design Air; (b) arises from transactions which occurred prior to receipt of such notice, or (c) comes into existence within seventy-two (72) hours after delivery of the notice.

9. **NOTICES.** Notices hereunder shall be delivered or mailed to Design Air at 1010 W. Kennedy Ave., Kimberly WI, 54136, Attention: Credit Manager. Notices and demands for payment hereunder shall be delivered or mailed to the Guarantor at the address identified after Guarantor's signature below.

10. **BENEFIT.** This Guaranty shall be binding on the Guarantor and his or her personal representatives, heirs, and assigns and shall inure to the benefit of Design Air, its successors and assigns.

11. **SEVERABILITY.** In the event one or more paragraphs of this Guaranty, or provisions of any paragraph, are deemed or adjudicated invalid or void by a court of competent jurisdiction, the remaining paragraphs of this Guaranty or the remaining provisions of any paragraph shall remain in full force and effect. Design Air may, in the alternative, in its sole discretion, terminate this Guaranty with due notice to Retailer.

12. **GOVERNING LAW.** Any dispute arising from this Guaranty shall be determined according to the laws of the State of Wisconsin.

13. **NAME.** The Guarantor warrants that, at the time of signing this Guaranty, the Company is a valid and existing entity authorized to do business **in the state of** _____. The Guarantor further warrants that the Company will keep and maintain its legal entity in good standing throughout the term of the agreement which this Guaranty secures.

14. **MISCELLANEOUS.** Errors in or changes to the Company's name which are not brought to the attention of Design Air or which do not affect the ability of the parties to this Guaranty to identify the parties participating in this Guaranty or in the agreement which this Guaranty secures are waived. Errors in and/or changes to the name and/or organizational structure of the Company may not be used as a defense by the Guarantor for non-payment of the debts, obligations, and liabilities of the Company which are guaranteed by the Guarantor hereunder.

Dated this ____ day of _____, 20__.

Guarantor:

Social Security Number:

(signature – please sign in front of witness*)

(printed name of guarantor)

Guarantor's Home Address:

WITNESS:

(signature)

(printed name of witness)

(witness home address)

(date)

*witness can be anyone over age 18