Turtleson New Account Form

Credit Application

Legal Name:	
Trade Name/DBA:	
Bill To Address:	
Ship To Address:	
Website Address:	
Owner's Name / Business Entity Name:	
Ownership Entity Type:	☐ Corporation ☐ Proprietor ☐ Partnership ☐ LLC
Ownership Entity - TAX ID Number:	
Phone Number:	
Reseller Permit Number:	

Please return to: customercare@turtleson.com

Primary Contact Name: Phone #:

Email:

Buyer Contact Name: Phone #:

Email:

Please note what address/addresses you want invoices emailed:

A-P Invoicing Contact Name: Phone #:

Email:

Bank References:

Bank Name / Contact Name	Account Number	Email	Phone #

Trade References:

Company Name	Contact Name	Email	Phone #

For the purposes of this agreement, the Ownership Entity will be referred to as the "Company."
The undersigned and Company agree that all information supplied on this form is accurate and correct and Turtleson LLC is authorized to conduct a credit investigation for the purpose of establishing an open account for the Company. Turtleson LLC reserves the right to hold and/or cancel any order(s) if the Company's account is not current or the Company has not demonstrated to be creditworthy.
Company agrees to pay Turtleson Accounts, by the due date given therewith. If Turtleson Accounts are not paid by the due date, Company agrees to pay late charges that will accrue on unpaid balances at the rate of 1.5% per month until paid in full. Company agrees that all Turtleson LLC invoices, statements, bills, and subsequent agreements between Company and Turtleson LLC ("Turtleson Accounts") are subject to the terms of this agreement, and the terms of this agreement are incorporated into all Turtleson Accounts. A $20.00 fee will be charged on all returned checks.

Company consents to personal jurisdiction and venue in the federal courts in the Eastern District of Tennessee and the General Sessions and Circuit Courts of Sullivan County, Tennessee respecting any claims arising out of or related to this Agreement. This agreement is accepted by Turtleson LLC and Company in Sullivan County, Tennessee. If Company fails to pay any amount due under this agreement or any Turtleson Accounts, Company agrees to pay all costs of collections incurred by Turtleson LLC, including administrative expenses, reasonable attorney's fee, and court costs.

PRODUCTS AND SERVICES ARE PROVIDED BY TURTLESON LLC ON AN AS-IS, AS-AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENJOYMENT, TITLE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING USAGE, OR TRADE PRACTICE. IN NO EVENT WILL TURTLESON LLC OR ITS SUPPLIERS BE LIABLE FOR ANY LOST INCOME, OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCTS, HOWEVER, CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF TURTLESON LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TURTLESON LLC BE LIABLE TO COMPANY FOR ANY AMOUNTS IN EXCESS OF THE TOTAL PAID BY COMPANY TO TURTLESON LLC WITHIN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST ACT, OMISSION, OR INCIDENT GIVING RISE TO SUCH LIABILITY.

This agreement is the entire agreement of the parties and supersedes alI prior statements, agreements, understandings, and practices between the parties. It shall be governed by the laws of Tennessee and shall not be changed or modified except in a writing signed by both parties. No waiver of any obligation or provision hereunder shall be valid unless given in a signed writing. If any provision of this agreement is held unenforceable, the remaining provisions shall remain in full force and effect, and such unenforceable provision shall be construed to be effective to the maximum extent legally permitted. Turtleson LLC may assign this agreement. Company shall not assign this agreement. A signed copy of this agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement. By signing below the undersigned acknowledges that he or she has carefully read and understood every word in this agreement and its legal effect, that he or she is authorized to obligate the Company, and that he or she is signing this agreement freely and voluntarily.

Signature	**Title**	**Date**

Personal Guaranty: As additional consideration for Turtleson, LLC to extend credit to the Company, the undersigned ("You") and for more than one guarantor, jointly, severally, absolutely, unconditionally, and continually personally guarantee the payment of any and all outstanding Turtleson Accounts of the Company, including any late payment fees, interest charges, collection costs, and attorney fees as outlined in this agreement. If necessary for Turtleson, LLC, or its assignee to proceed legally to enforce this Guaranty, this agreement will be deemed fully executed and performed in and will be governed by and construed in accordance with the state law of the State of Tennessee. You expressly consent to the jurisdiction of any state or federal court in the State of Tennessee. You agree to pay all costs, including attorneys' fees and costs incurred in the enforcement of this Guaranty. It is not necessary for Turtleson LLC to proceed first against the Company before enforcing this Guaranty against You.

Name Printed	**Signature**	**Date**

Please return to: customercare@turtleson.com