



ADVANTAGE
HOME ELEVATOR

Advantage Home Elevator Dealership Application

INTRODUCTION LETTER

Thank you for expressing an interest in a dealership with Elevator Equipment Corporation, where we provide "Accessibility to Luxury & Everything in Between" with Advantage Home Elevator.

Enclosed you will find an application package for prospective dealers.

The package contains:

1. Advantage Confidentiality Agreement
2. Advantage Terms & Conditions
3. Advantage Company Profile Request
4. Advantage Statement of Territory Responsibility
5. Advantage Credit Application

Please review the information. If you would like to proceed with your application, please complete all of the forms and return the entire package to my attention by Mail/Fax/E-mail to the Los Angeles address below. You may expedite processing by emailing or faxing the documents; however, I will ultimately need all of the original initialed and signed documents, so please mail these at your earliest opportunity. Incomplete forms will delay or prevent processing.

All of your company information will be treated with the utmost confidence. Note: The signed confidentiality agreement will remain in force for a period of 24 months, even if you choose ultimately to cancel your dealership with Elevator Equipment Corporation.

If you have already discovered the value of purchasing quality equipment manufactured by Elevator Equipment Corporation, please note that Advantage Home Elevator is a separate division of EECO, and therefore, complete paperwork will still be required for dealership.

You can find more information regarding Advantage through our website at www.advantagehomeelevator.com. Feel free to browse and familiarize yourself with our products. If there are any questions, comments or concerns you may have, we are more than happy to talk with you and discuss our products further.

Feel free to call with any questions at (888) 877-4762, or send email to ralterman@eecomail.com

Best Regards,

A handwritten signature in black ink, appearing to read "Robert Alterman", followed by a horizontal line.

Robert Alterman
Operations Manager
Advantage Home Elevator
A Division of EECO



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CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement, to become effective upon signature of all parties (hereafter called "Agreement") between Elevator Equipment Corporation, with its principal place of business at 4035 Goodwin Ave, Los Angeles, CA 90039, (hereafter called "the Company") and (Dealer Name) _____ (hereafter called "Dealer") a/an Individual Partnership Corporation with its place of business for the retail sale of the Company's products covered by this Agreement located at:

Dealer Corporate Address: _____

Dealer Corporate City/State/Zip: _____

1. Confidential Information.

The Company proposes to disclose certain aspects of its confidential and proprietary information (the "Confidential Information") to Dealer. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Dealer by the Company. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require the Company to disclose any of its information.

2. Dealer's Obligations.

A. Dealer agrees that the Confidential Information is to be considered confidential and proprietary to the Company and Dealer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Company, and shall disclose it only to its officers, directors, or employees with a specific need to know. Dealer will not disclose, publish or otherwise reveal any of the Confidential Information received from the Company to any other party whatsoever except with the specific prior written authorization of the Company.

B. Confidential Information furnished in tangible form shall not be duplicated by Dealer except for purposes of this Agreement. Upon the request of the Company, Dealer shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Dealer's option, any documents or other media developed by the Dealer containing Confidential Information may be destroyed by Dealer. Dealer shall provide a written certificate to the Company regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of Dealer herein shall be effective 24 months from the date the Company last discloses any Confidential Information to Dealer pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Dealer, nor by the rejection of any agreement between the Company and Dealer, by a trustee of Dealer in bankruptcy, or by the Dealer as a debtor-in-Possession or the equivalent of any of the foregoing under local law.

4. Other Information.

Dealer shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Dealer; is rightfully received by Dealer without obligations of confidentiality; or is developed by Dealer without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to the Company along with the asserted grounds for disclosure.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Dealer agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

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6. No Publicity.

Dealer agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the Company.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California and Dealer consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Dealer agrees that in the event of any breach or threatened breach by Dealer, the Company may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Company against any such breach or threatened breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

Dealer may not assign this Agreement or any interests herein without the Company's express prior written consent.

10. Severability.

If any term of this Agreement is held by a court of competent Jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized delivery services.

If to Elevator Equipment Corporation:

Elevator Equipment Corporation Corporate Office
4035 Goodwin Ave., Los Angeles, CA 90039

If to Dealer:

*Corporate Address indicated on page 2 of this agreement

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or Subsequent failure to perform or delay in performance of any term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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TERMS AND CONDITIONS

I. PURPOSE

This Agreement is to establish Dealer as a reseller of the Company with the non-exclusive right to sell at retail the Company's residential product, including parts and accessories thereof (hereafter called "Products") in the trade area served by Dealer and to establish the responsibilities of the parties. The Company reserves the right to sell, in the trade area served by Dealer, to federal, state and local governments and educational institutions. The Company may appoint other Company Dealers in the trade area served by Dealer.

II. TERMS OF SALE

Upon acceptance by the Company of a Dealer's order for Products, terms of purchase will be as set forth in the Company's most currently published "TERMS AND PAYMENT SCHEDULE". Prices and terms for Products shall be those in effect on the date the Company accepts the Dealer order as indicated by the Company submission to Dealer of "ORDER ACKNOWLEDGMENT" consisting of Final Drawing Transmission, Unit Billing Amount, and Estimated Ship Date Based on Release. Prior to this time, the Company will have the right to change the Product offering, terms and prices at any time. All shipments are F.O.B. Richmond, IN manufacturing location.

III. CREDIT CREDIT:

Dealer agrees that title to all products with the right of repossession or right to issue a lien for default shall remain with the Company until the purchase price is paid in full. EVERY DEALER WILL PREPAY THEIR FIRST UNIT TO ESTABLISH TERMS WITH THE ADVANTAGE HOME ELEVATOR DIVISION OF ELEVATOR EQUIPMENT CORPORATION. Thereafter, Credit may be extended to Dealer after execution of the Company credit application satisfactory to the Company. The Company shall take reasonable measures to preserve the confidentiality of all such information within the Company. Failure by Dealer to promptly provide such information, or should the Company otherwise deem it insecure, the Company may reject, suspend or reduce Dealer's credit limit, or take what other steps necessary to protect the Company's interest at any time during retail agreement.

IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer must provide installation address of all projects prior to shipment in order to enact warranty. Dealer is not authorized to assume, on the Company's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such Company standard warranty. Dealer shall indemnify and hold the Company harmless with respect to any Dealer representation beyond those in such Company warranty. COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTY IS VALID ON PARTS ONLY, AND CLAIMS WILL BE REVIEWED AND AUTHORIZED ON A CASE BY CASE BASIS. LABOR BACK CHARGES AND/OR LIQUIDATED DAMAGES WILL NOT BE ACCEPTED BY THE COMPANY.

V. DELIVERY

The Company shall not be responsible for failure to deliver Products on time or to fill orders when such delay or failure results from causes beyond the Company's control.

VI. REPURCHASE

(A) Unless otherwise provided by applicable state law, in the event this Agreement is terminated, The Company may agree to repurchase and Dealer will return, all new, unused, current, complete and undamaged Products at the prices of original invoice less any applicable discounts or payments made thereon and less a 20% handling charge computed on Dealer's net price and after inspection of all returned products. In addition, the Company may repurchase Dealer's Product parts subject to such parts being current, unused and in a new physical condition and appearance, including packaging, and suitable for reshipment by the Company to other Dealers. The Company will not repurchase parts whose condition may have deteriorated while in Dealer inventory. Dealer will provide invoices showing proof of purchase and will pay all return shipping costs of equipment.

(B) In the event that a PO is cancelled, the company reserves the right to recover costs for time and material expended on behalf of said project.

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VII. RESPONSIBILITY OF DEALER

Dealer shall:

- (A) Achieve a market share, satisfactory to the Company, for Products in the area served by Dealer. Additionally, **a minimum of (6) SIX units must be sold annually to qualify for Dealership.** Sales volume will be reviewed on a quarterly basis and the Company reserves the right to revoke Dealership at any time due to lack of sales performance.
- (B) Maintain an inventory of Products in keeping with the sales potential in the area served by Dealer and satisfactory to the Company.
- (C) Aggressively promote the sale of Products, through, but not limited to, advertising, open houses, home shows, demonstrations and other applicable gatherings using the Company's advertising and/or sales promotion material as provided by the Company, and by participation in early order and other sales related programs offered by the Company.
- (D) Understand the Company's applicable standard printed Product warranty is in effect at the time of shipment. Dealer understands that no other warranty is expressed or implied. Dealer will supply legal address of installation to allow the company to maintain warranty and liability files for installed company products.
- (E) Properly staff and train sales, service and parts personnel with respect to Products. Dealers must send, at their own expense, staff to a qualified factory training center within six months of hire date, or must request field training to take place with factory personnel present. Field training is at the Dealer's expense at a rate of not less than \$2500 per week.
- (F) Install Products following the Company's standard installation instructions and per all applicable codes. Also, explain proper operating and safety instructions to Dealer's customers, together with delivery of applicable written operating and safety Instructions.
- (G) Obtain written consent of the Company if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.
- (H) Carefully store and care for all Products for which Dealer is indebted to the Company under this Agreement and protect same from damage or loss from any cause. Dealer shall maintain insurance of the types, in an amount and non-cancelable without 10 days written notice to the Company from the insurer, covering any such damage or loss, all satisfactory to the Company.
- (I) Encourage retail customers to use the Company's original equipment parts (OEM) in the repair and replacement of Products in order to maintain the Products performance and high quality. Dealer shall not represent non-OEM parts as Company OEM parts. The use of unapproved non-OEM replacement parts will invalidate all factory parts warranties.
- (J) Submit to the Company a purchase order for any project on which the Dealer has real and viable intent to sell in order to expect sales protection on said project. Multiple unit projects will require a signed letter by developer denoting intent to purchase from said dealer in order to protect project from sale to other Dealerships within Dealer's territory.
- (K) Maintain and provide proof of \$1,000,000 liability coverage.

VIII. TERM

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed annually for successive terms unless either party shall give the other notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

IX. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than 60 days written notice given to the other party, provided that nothing contained herein shall prevent the Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer, Dealer's failure to pay any amounts owing the Company when due, Dealer's failure to hold proceeds of the sale of Products in trust for the Company, or Dealer's failure to maintain satisfactory insurance with respect to Products. Upon termination for any reason, all amounts owed the Company will become immediately due and payable.

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TERMS AND CONDITION

X. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use the Company's name and trademarks in the normal course of distributing the Company's Products and performing related services under this Agreement. Dealer agrees not to use the Company's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and the Company. Dealer may represent itself as an "Authorized Dealer" of the Company, and, with prior written approval of the Company, may use the Company's name and Product related trademarks on signs or other advertising or promotional material. Dealer's permission to use the Company's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by the Company from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a Dealer of the Company and shall cease use of all the Company names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a Dealer of the Company shall be removed.

XI. GENERAL

- A. Dealer is not an agent of the Company nor is Dealer authorized to incur any obligations or make any representations on behalf of the Company.
- B. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- C. Dealer may not assign this Agreement or any provisions thereof to another Dealer or party without the written approval of the Company.
- D. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- E. No waiver by the Company of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer.
- F. All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by the Company to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- G. The Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all Agreements the Company has with other similar Dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- H. Dealer understands that the Company reserves the right to offer protection on specific sales to Dealers based on receipt of a Signed Contract and Purchase Order for said project prior to receipt of subsequent inquiries.
- I. Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by the Company, if equally applied to all other similar Company Dealers, shall not constitute a change in the competitive circumstances of Dealer.
- J. The laws of the State of California will govern this agreement.

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COMPANY PROFILE

GENERAL INFORMATION

Business Trade Name (DBA)		Phone	
Business Legal Name		Fax	
Business Street Address		City/State/Zip	
Billing Address (if different)		City/State/Zip	
Shipping Address (if different)		City/State/Zip	
Officer/Owner Name		Title	
E-Mail		Cell/Direct	
Officer/Owner Name		Title	
E-Mail		Cell/Direct	
Sales/Service Name		Title	
E-Mail		Cell/Direct	
Sales/Service Name		Title	
E-Mail		Cell/Direct	
Admin/Accounting Name		Title	
E-Mail		Cell/Direct	
Admin/Accounting Name		Title	
E-Mail		Cell/Direct	

DESCRIPTION OF BUSINESS

This Company Is (Circle one)	Sole Proprietorship		Dealership		Corporation	
Establishment	State of:		Date Est:		Date Inc:	
Licensed In: (List States)						
License Number						
Annual Sales			Number of Employees			
Products Currently Sold And Installed (List Vendor(s) and Line(s) Carried) (Confidential)						
Vendor	Line		Number of Units Sold		Average Sale Amount	

Has your company ever been involved in any litigation related to its sales, service, or installation procedures. (Note: Prior litigation does not automatically disqualify potential for Dealership. All information is confidential and for internal use only.)

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STATEMENT OF TERRITORY RESPONSIBILITY

I/ We [Dealer Name] as Elevator Equipment Corporation Dealer applicants state that I/we are presently active in the following zip codes and would intend to actively market Advantage Home Elevator in these areas.

Zip Code	City, State	Comments

These zip codes will be used to establish sales goals. Sales goals are equivalent to 6 units shipped or Company approved market share designation, whichever is greater. Leads will be distributed based on information obtained from this listing. If any zip codes overlap with another dealer the callers will be referred based upon evidence of each company's commitment to promoting The Advantage Home Elevator determined through sales, marketing and training records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below; signature herein implies acceptance of all items herein.

Dealer Company Name	Authorized Representative (Signature)	Date
Dealer Company Address	Authorized Representative (Type/Print)	Title
Elevator Equipment Corporation	Authorized Representative (Signature)	Date
Company Address	Authorized Representative (Type/Print)	Title

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CREDIT APPLICATION

REQUESTED CREDIT LIMIT	\$
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GENERAL INFORMATION

Business Trade Name (DBA)		Phone	
Business Legal Name		Fax	
Business Street Address		City/State/Zip	
Billing Address (if different)		City/State/Zip	
Shipping Address (if different)		City/State/Zip	
Officer/Owner Name		Title	
Officer/Owner Name		Title	
Sales/Service Name		Title	
Sales/Service Name		Title	
Admin/Accounting Name		Title	
Admin/Accounting Name		Title	

DESCRIPTION OF BUSINESS

This Company Is (circle one)	Sole Proprietorship	Dealership	Corporation
Establishment	State of:	Date Est:	Date Inc:
Annual Sales		Number of Employees	
Tax Exemption Number		Federal Tax Payer ID	
Rated w/ Dun & Bradstreet	YES/NO	Account Number (if YES)	

PERSONAL CREDIT INFORMATION (NOTE: If more than two principles; please copy and attach to submission.)

Owner/President		Dealer	
Address		Address	
Telephone		Telephone	
SS#:		SS#:	
Drivers License #:		Drivers License #	
Ever Filed Bankruptcy?	YES/NO	Ever Filed Bankruptcy?	YES/NO
Personal Date Filed		Personal Date Filed	
Current Status		Current Status	
Business Date Filed		Business Date Filed	
Current Status		Current Status	

CUSTOMER REFERRALS

Customer Name		Purchase Date/Description	
Address		Telephone	
Customer Name		Purchase Date/Description	
Address		Telephone	
Customer Name		Purchase Date/Description	
Address		Telephone	

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CREDIT APPLICATION

SUPPLIER INFORMATION (RELATED INDUSTRY PREFERRED/PURCHASE HISTORY WITHIN LAST 12 MONTHS)

Supplier Name		Purchase Amount	
Address		Telephone	
Account Manager Name		Account Number	
Supplier Name		Purchase Amount	
Address		Telephone	
Account Manager Name		Account Number	
Supplier Name		Purchase Amount	
Address		Telephone	
Account Manager Name		Account Number	

BANK INFORMATION

Primary Bank		Secondary Bank	
Address		Address	
Account Officer		Account Officer	
Telephone Number		Telephone Number	
Checking Account Number		Checking Account Number	

- (A) Standard payment terms are 100% prepayment of all equipment prior to release for production. Terms are available to established clients upon application and approval. To apply, simply mail or fax your completed application to the Elevator Equipment Corporation Accounting Department. Processing takes 5 to 15 days. You will be notified upon approval. Incomplete information will delay approval. Credit Limits above \$10,000 will require a Dun & Bradstreet rating, company financials, and/or personal guarantee.
- (B) This application is submitted by applicant(s) to Elevator Equipment Corporation (EECO) for the purpose of obtaining trade credit. EECO reserves the right to decline credit to applicant and, in the event credit is extended to applicant, to change or revoke applicant's credit limit on the basis of changes in EECO's credit policies or applicant's financial condition and/or payment record.
- (C) We understand that EECO invoices are payable and due on the terms agreed upon. A monthly late charge of 1.5% will be assessed on anything paid beyond agreed upon terms. We understand that EECO does not accept field installation back charges in lieu of full payment of invoices due and as such, any unpaid amounts are subject to finance charges regardless of reason or cause for delinquency.
- (D) If granted an open account we agree to these terms. Should this account ever become delinquent and it would be necessary to employ an attorney to collect or to commence suit to enforce payment, we agree to pay reasonable attorney fees, court costs, and other expenses incurred as allowed by law.
- (E) Credit card payments will be accepted at any time as payment towards outstanding invoices and will include a 3% processing fee.
- (F) Checks from applicant returned by the bank will be charged a return fee of \$50.00 in addition to the check amount. Replacement payment must be made by bank issued cashier's check or money order. If 2 checks are returned in any 12-month period all future business payments must be by cashier's check, money order or credit card. Not adhering to these guidelines may affect terms.
- By signing this application, applicant certifies that all information provided on this application is correct to the best of applicant's knowledge.

NOTE: 1) To verify legal business provide a copy of the city business license or a utility bill.
2) To verify signers identities please send a copy of the driver's license of the owner or officer signing.
3) To verify sales tax exemption, please remit a copy of current resale license.

Applicant hereby authorizes the release of credit and banking information to Elevator Equipment Corporation
by the references listed on this application.

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