



APPLICATION FOR CREDIT

PHONE: 1-866-439-5302 FAX: 1-866-439-4501 E-MAIL: INFO@CITYMEDRX.COM

Legal Name of Business:			
Bill to Address:		City:	State: Zip:
Ship to Address:		City:	State: Zip:
Phone:	Fax:	e-mail:	
State License#:		Exp Date:	
Tax ID#:		NPI#:	Years in Business:
Accts Payable Manager:		e-mail:	
Buyer's Name:		e-mail:	
Ownership (check one):			
<input type="radio"/> Sole Proprietor	<input type="radio"/> Partnership	<input type="radio"/> Corporation	<input type="radio"/> LLC
Owners or Officers:			
Name:		Phone Number:	

Primary Wholesaler:		
Secondary Wholesaler:		
Tertiary Wholesaler:		
Bank Name:		Address:
Account#:	Phone:	Fax:



1. Credit will be extended at the sole discretion of CITYMEDRX, LLC. By signing, The Customer represents that all information contained herein is correct and complete and that the Supplier may rely on such information in deciding to extend or discontinue credit. We retain the right to extend or not extend credit and the amount of said credit to be extended.
2. **Payment terms** are set forth on invoices. Subject to credit approval. Payment's not received on or before the date(s) set forth on the invoices shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at CityMedRx, LLC on the preceding business day. Past due accounts subject to 18% per annum fee and/or cancellation.
3. **Payment Methods** Accepted include mailed/faxed check or electronic payment.
4. **Credit Limits:** Customers are normally given a credit line sufficient to accommodate their order requirements. Requests for credit limit increase may require additional financial information and/or altered payment terms.
5. **Finance Charge:** Past due accounts will incur a finance charge of 1.5% per month (18% annum). The customer hereby agrees to pay all costs of collection and legal fees should such action be necessary due to non-payment.
6. CityMedRx, LLC may in its sole discretion, at any time, without prior notice, discontinue service, change applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against CityMedRx for said conduct.
7. Applicant agrees to immediately notify CityMedRx, LLC in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, provider audit, legal proceedings, judgements, liens or any change in financial condition.
8. Applicant agrees to provide CityMedRx, LLC with advance written notice of any change in ownership, management and/or control of applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without CityMedRx's, LLC written consent.
9. Applicant agrees to abide by CityMedRx's, LLC Return Goods Policy (as may be amended). Unauthorized returns will be destroyed and no credit will be issued.
10. Applicant agrees to indemnify and hold CityMedRx, LLC and its officers, shareholders and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorney's fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to applicant by CityMedRx, LLC, including claims for personal injury, death and/or property damage.
11. **PERSONAL GUARANTEE-** THE UNDERSIGNED PERSONALLY GUARANTEES PROMPT AND FULL PERFORMACE OF ALL OBLIGATIONS DUE AND OWING BY APPLICANT TO CITYMEDRX, LLC UNDER THIS AND/OR ANY OTHER AGREEMENT WITH CITMEDRX, LLC. IN THE EVENT OF DEFAULT, CITYMEDRX, LLC AND/OR ANY HOLDER HEREOF IS AUTHORIZED TO PROCEED AGAINST THE UNDERSIGNED FOR THE FULL AMOUNT DUE, INCLUDING LATE PAYMENT CHARGES, INTEREST, COSTS AND ATTORNEY'S FEES. THE UNDERSIGNED WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR AND ANY AND ALL OTHER NOTICES OR DEMANDS OR WHATEVER CHARACTER TO WHICH THE UNDERSIGNED MIGHT OTHERWISE BE ENTITLED.
12. **SECURITY AGREEMENT-** TO SECURE APPLICANT'S EXISTING AND FUTURE LIABILITIES TO CITYMEDRX, LLC, APPLICANT GRANTS CITYMEDRX, LLC A SECURITY INTEREST UPON ALL PERSONAL PROPERTY OF APPLICANT, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING BUT NOT LIMITED TO, ACCOUNTS, INSURANCE PROCEEDS, INVENTORY, EQUIPMENT, FIXTURES, CONTRACT RIGHTS, CUSTOMER LISTS, CASH ON HAND/DEPOSIT, AND ALL OTHER TANGIBLES AND GENERAL INTANGIBLES.
13. **Permissions:** Customer grants permission to CITYMEDRX, LLC to send advertising and promotional materials to the emails(s) and fax numbers(s) provided and to call the phone numbers(s) provided for the purpose of soliciting business and/or accounts payable. This permission shall remain in effect until such time that the Customer provides written cancellation of their participation in the Resource Rx LLC programs.
14. Customer acknowledges and agrees that all pricing and inventory information provided by CityMedRx constitutes confidential and proprietary information that Customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation other wholesalers, manufacturers or retailers.
15. CityMedRx shall maintain the confidentiality of Customer's proprietary information.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZATION TO INVESTIGATE CREDIT: The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

* By signing Applicant acknowledges that it is requesting CITYMEDRX, LLC to provide their request for credit to each Supplier. CITYMEDRX, LLC represents and Applicant agrees to the Supplier(s) Terms and Conditions including those set on page 2 of this application.