



Delmarva Spray Foam  
22976 Sussex Avenue, Georgetown DE 19947  
Main 302-854-0344 Fax 302-856-1751

APPLICANT INFORMATION			
Company Name			
Physical Address			
City	State	Zip	Phone #
Mailing Address (if different)			
City	State	Zip	Phone #
A/P Contact Name	A/P Phone		A/P Email
BUSINESS INFORMATION			
Business Type (Check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			
For Partnership or Proprietorship, please provide name and address of principal(s):			
Tax ID #		Date Business Established	
If Incorporated	Date	State	Annual Sales
Was this firm previously part of another company? If yes, please explain			
Financial Statement Available (if requested)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Person(s)	
BANK INFORMATION			
Bank Name			
Bank Address			
Contact Name	Phone #	Email	
Type of Account (s)			
TRADE REFERENCES			
Reference #1			
Address			
Contact Name	Contact #	Email	Account #
Reference #2			
Address			
Contact Name	Contact #	Email	Account #
Reference #3			
Address			
Contact Name	Contact #	Email	Account #

**CUSTOMER'S AUTHORIZATION TO RELEASE BANK AND TRADE INFORMATION AND AGREEMENT**

1. I/we warrant that the foregoing information is true and correct, and realize it will be relied upon in granting of future credit.
2. By submitting this application, I/we authorize Delmarva Spray Foam or its agents to make inquiries into the Business, Banking, and Trade References I supplied.
3. E-mail completed form to Cathy Tornone, ctornone@delmarvainsulation.com or Cheryl Young, cyoung@devereinsulation.com.

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Customer may submit orders to **Delmarva Spray Foam, LLC** (hereinafter referred to as "Company") electronically (via EDI) or in writing at prices quoted by Company. Company may accept or reject any order, in its sole discretion. A binding contract will arise only when Company confirms the customer's order, as provided by the Terms and Conditions set forth here. Quotations or other communications from Company do not constitute offers.
2. No terms contained in any purchase order or other document submitted by Customer may vary or amend the provisions of this form, so that any terms contained in a purchase order or other document submitted by a Customer which differ from the Terms and Conditions set forth here in any way shall not become part of any contract with the Customer unless said term be specifically initialed or otherwise executed in writing by Company.
3. In the absence of a fully executed agreement, commencement of work by Company and acceptance of any work or products by Company without prompt written objection by Customer shall constitute an agreement between Company and Customer upon the terms as set forth in Company's proposal, as well as these Terms and Conditions.
4. Company may establish the credit terms for the customer, and may change those terms, create or change credit limits, or cease extending credit from time to time at its sole discretion.
5. Company's then-standard service charge shall be applied to each returned check.
6. Customer shall pay all invoices regardless of any dispute that may exist as to work, subject to a credit to customer's account if it is determined that any such credit is due. Customer shall promptly check all work and notify Company in writing of any requested credits and the reasons therefore within ten (10) days of completion of all work.
7. No retentions are allowed unless specifically identified and agreed to in writing prior to work commencing. Payment under this proposal is not conditioned upon payment being received by Customer from any third parties, and Company shall not be subject to any "flow down" relationship between Customer and any third parties.
8. If the Customer fails to make any payment when due, the failure to make prompt payment shall constitute a material breach of the contract, and a) all amounts outstanding to all Company companies shall become due immediately at Company's option; b) Company has the right to cancel any pending orders or work; and c) Customer shall pay a finance charge on all amounts outstanding not to exceed the lesser of 2% per month (24% per annum) or the highest rate permitted by applicable law, all without prejudice to any other rights Company may have, including the right to claim actual damages.
9. Should Company find it necessary to take legal action for nonpayment under the terms of this proposal, the Customer agrees to pay all reasonable attorney's fees (25% of unpaid amounts due or actual fees, whichever are greater) and court costs incurred by Company. Court costs shall include, but not be limited to; expert witnesses, deposition and subpoena costs, long distance phone calls and filing and copying costs.
10. The validity, construction and performance of any contracts for the sale of goods or performance of work between Company and the customer, and the business relationship between Company and Customer shall be governed by Maryland law, and any litigation between the parties of any type shall be heard in the applicable courts of Anne Arundel County, Maryland. Company and the Customer voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of the contract to which these terms and conditions apply.
11. Customer may not assign this proposal to any third party without the written consent of Company, which may be withheld for any reason or no reason. This proposal does not create an employer-employee or independent contractor relationship. This proposal does not create rights as to any third parties, and no third parties may claim third party beneficiary status through Customer. Customer agrees to hold harmless and indemnify Company from any such claims described herein.
12. Company shall not be responsible or liable for any delay, or costs related thereto, in the performance of work due to reasons beyond its control, including, but not limited to, strikes, accidents, site conditions, theft, acts of government, acts of God, weather, fire, accident, or supply delays from manufacturers.
13. No back charges or pro-rata expense charges are to be made against Company unless specifically agreed upon prior to incurring such expense. Any labor ordered by the Customer for work to be performed outside normal working hours (8:00am to 5:00pm) shall be charged an overtime rate of an amount equal to 1.5 times the labor rates set forth in the proposal.
14. In the event of any material delay not caused or created by Company, Company shall be entitled to an equitable adjustment to the amounts stated on the proposal as a result of lost opportunity and additional overhead, not to exceed 15% of the total price of any such proposal, but subject in any event to Paragraph 9 below, which terms supersede this Paragraph.
15. Workman's Compensation, liability and property damage insurance shall be maintained by Company on its employees for work performed by Company. Installed projects held to general contractor requirements will meet all tax requirements, excluding sales tax.
16. All work shall be performed in accordance with manufacturer's recommendations and standard practices of the trade. Customer agrees that Company shall not be obligated to commence any particular phase of the work described herein until the Customer has timely paid all amounts due to Seller for all prior phases of work.
17. Title to materials, whether installed or not, shall remain with Company until 100% paid for.
18. Customer shall be responsible for providing all conditions necessary for Company to perform work, including but not limited to light, heat, water, electricity, elevators, hoists, as well as sufficient access to the site.

19. All oral or written agreements, statements, or representations made by or on behalf of Company are superseded by this contract, which contains the entire agreement between the parties thereto. No warranties or guarantees, expressed or implied, are made by Company except for those specifically set forth in this contract. All other warranties are specifically disclaimed.
20. If Company's performance of this contract extends beyond 6 months due to the nature of the work performed, then any and all actual increases in material price or labor shall be added to the contract price identified in this contract, plus Twenty-Five Percent (25%) of the increased amount to account for additional overhead. In addition, if Company encounters any changes in the site condition which were not apparent from a reasonable inspection prior to the commencement of work, then the price shall be equitably adjusted to include all additional, actual costs incurred by Company to address the changed site condition.
21. This proposal is good for twenty (20) days. If the proposal is not accepted by both parties with that period of time, the proposal shall thereafter be of no further force and effect and shall be deemed withdrawn by Company.
22. Any change orders or additional work performed under this proposal shall be subject to the same Terms and Conditions as set forth herein as if fully included therein.
23. Company shall not be responsible for any work not otherwise set forth within this proposal unless such work is agreed to in writing by Company and Customer. Company shall have no liability for incidental or consequential damages.
24. Limited Warranty. Company warrants that it shall perform the work identified in the Proposal in a workmanlike manner, using materials consistent with the contract requirements, for a period of twelve (12) months. Company's warranty to perform in a workmanlike manner shall be the sole warranty provided by Company under this Proposal. However, any disturbance or alteration of Company's work by any third party shall void this warranty. In no event shall Company be liable to Customer under any other express or implied warranties, which are specifically disclaimed.
25. In no event shall Company's liability for the breach of any warranty exceed the contract price for the materials and work set forth herein.
26. In the event of material shortages, substitutions may be made at Company's option, provided equivalent thermal values are maintained.
27. Materials provided or work performed under this contract shall not be subject to any form of electronic or infra-red testing or scrutiny.
28. While Company will install products at an architect's direction in compliance with all applicable codes and regulations, Company does not warrant the performance of materials in attic areas. Company does not warrant the performance of materials in the attic areas, including sprinkler pipes (wet system) in attic.
29. Spray foam products have an excellent health and record spanning more than 25 years. Nonetheless, safe handling practices during and immediately following installation are required to eliminate the possibility of health effects from exposure to isocyanates. Thus, all persons other than certified spray technicians must vacate the job site and remain completely out of the building while the spray is applied and for at least 24 hours after spraying is completed. In addition, Customer must ensure that active ventilation of the job site is maintained pursuant to any instructions provided by Company.
30. Customer shall indemnify and hold seller harmless from and against any and all costs, damages, losses, injuries, and expenses, including judgments and attorney's fees, to any and all property and persons resulting from Customer's negligent acts or omissions.
31. This proposal shall be deemed to have been negotiated between the parties hereto, so that any ambiguity shall not be held in favor or against either party.
32. This proposal and contract shall be between the listed Supplier and Customer only. In no event shall this proposal and contract inure to the benefit of any other entity, nor shall any other entity, either as parent/subsidiary, owner, affiliate, similar entity, either directly or indirectly, be liable for performance, payment or liability of any kind arising out of this proposal and contract.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### PERSONAL GUARANTY

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY.

Guarantor's Name \_\_\_\_\_ Signature \_\_\_\_\_

Guarantor's Name \_\_\_\_\_ Signature \_\_\_\_\_

Home Address \_\_\_\_\_