

DEALER CREDIT APPLICATION

New Account or Change of Ownership

Date of Application: ____/____/____

Legal Name: _____

DBA: _____

Address: _____

City: _____ State _____ Zip _____

Billing Address: _____

City: _____ State _____ Zip _____

EMAIL: _____

(Attach a list of additional business locations if applicable)

PRINCIPALS:

Name: _____ Title: _____

Residential Address: _____

Phone: () _____ SS#: _____

Name: _____ Title: _____

Residential Address: _____

Phone: () _____ SS#: _____

TRADE REFERENCES: (List Current Music Related Suppliers)

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

City: _____ City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Phone: () _____ Phone: () _____ Phone: () _____

Fax: () _____ Fax: () _____ Fax: () _____

BANK REFERENCES:

Name: _____ Account Numbers: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

Please fax your completed application* to
1-800-646-1950

CREDIT TERM REQUESTED: (Select one):

COD/Company Check

Bank Card #: _____

Expiration: ____/____/____

V-Code (3-4 digits on back of card): _____

Open Terms

Credit Line Requested: \$ _____

Corporation State: _____

Partnership Proprietorship

Phone: () _____

Fax: () _____

Federal ID#: _____

Tax Resale#: _____

***Please include a copy of your
state resale certificate when returning
your completed application.**

In Business: _____ YRS _____ MOS

DECLARATION – The undersigned hereby is authorized to submit this application and declares that this application for M&A Sales, a division of KMC Music, Inc. (hereafter called "M&A") is complete and all the information supplied is accurate and true and is for the purpose of obtaining credit. The undersigned authorizes M&A to conduct an investigation of credit worthiness and to contact all references identified in the application. The undersigned attests to financial responsibility, ability and willingness to pay our invoices in accordance with our open account terms. No items or conditions of purchase orders different from the terms of M&A will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by M&A. No items will be accepted for return without prior approval. Payments may be applied against open charges at the discretion of M&A. M&A may terminate any credit availability within its sole discretion and has the right to terminate business relations with the undersigned. It is understood that M&A may impose and charge a service charge which is the lower of one-and-a-half percent (1-1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be subject to processing charges. Financial statements will be required on accounts with open balances over \$20,000. Additionally, the undersigned shall be responsible for all collection costs and attorney's fees in connection with any delinquent amount. The jurisdiction for dispute with M&A and the undersigned is Hartford, Connecticut.

Signature: _____ Printed Name: _____

CONTINUING GUARANTEE

To: M&A Sales, a division of KMC Music, Inc.

The undersigned (hereafter called Guarantors) each request you to extend credit to and otherwise do business with:

(Business Name)

(Business Address)

(hereafter called Customer), and to induce you to do and in consideration thereof, the Guarantors each as a primary obligor jointly and severally and unconditionally guarantees and agrees that Customer will fully and promptly and faithfully perform, pay and discharge all its present and future obligations to you, irrespective of any invalidity therein or the insufficiency, invalidity or unenforceability of any security therefore, and agrees to pay you, or order, on demand, in lawful money of the United States, any and all obligations of Customer to you. The word "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Customer, heretofore, now, or hereafter made, incurred or created whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, and whether Customer may be liable individually or jointly with others, or whether recovery upon such obligations may be or hereafter become barred by any statute of limitations or whether such obligations may be or hereafter become otherwise unenforceable.

The obligations of Guarantors hereunder are independent of the obligations of Customer, and a separate action or actions may be brought and prosecuted against Guarantors whether any action is brought against Customer or whether Customer be joined in any such action or actions: and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement of this Guaranty.

Guarantors authorize you, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) grant additional credit to Customer, and alter, renew, extend, compromise, accelerate or change the time or manner for the payment of Customer's obligations, or otherwise change the terms thereof, including the increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of the Guaranty or the obligations guaranteed, and enforce, waive, subordinate and release any such security, and accept additional or substituted security; (c) apply such security and direct the order or manner of sale thereof as you in your sole discretion may determine; and (d) release or substitute any or more of the Guarantors.

Guarantors waive any right to require you, as a condition to proceeding against Guarantors, to (a) proceed against Customer; (b) proceed against or exhaust any security held for Customer of Guarantors; or (c) pursue any other remedy in your power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Customer or by reason of cessation from any cause whatsoever of the liability of Customer. Until all obligations of Customer to you shall have been paid in full, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which you now have or may have hereafter against Customer, and waive any benefit of, and any right to participate in any security now and hereafter held by you. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional obligations.

No exercise or non-exercise of any right hereby given you, no dealing by you with Customer or any Guarantor, no change, impairment or suspension of any of your rights or remedies, shall in any way affect any of the obligations of Guarantors hereunder or any security furnished by Guarantors or give Guarantors any recourse against you. Guarantors waive any right to require you to notify Guarantors of any facts concerning Customer, unknown to Guarantors, material or otherwise, which might affect the relationship of you, Guarantors, and Customer, or which might cause Guarantors to give you notice of termination of this Guaranty as herein provided.

In addition to all liens upon, and rights of setoff against the moneys, securities or other property of Guarantors given to you by law, you shall have a lien upon and a right to setoff against all moneys, securities and other property of Guarantors now or hereafter in your possession, actual or constructive, or on deposit with you, whether held in deposit or otherwise; and every such lien and right of setoff may be exercised without demand upon or notice to Guarantors. No lien or right to setoff shall be deemed to have waived by any act, neglect or conduct on your part; and such shall be waived only by an instrument executed by you.

Any obligation of Customer now and hereafter held by or owed to Guarantors is hereby subordinated to the obligations of Customer to you; and such obligation of Customer to Guarantors if you so request shall be collected, enforced and received by Guarantors as trustees for you and be paid over to you on account of obligations of Customer to you but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty.

Where any one or more Customers are corporations or partnerships it is not necessary for you to inquire into the powers of Customers, or the officers, directors, partners or agents acting or purporting to act on their behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Your rights under this Guaranty are cumulative and not alternative and shall not be exhausted by your exercise of any one or more rights hereunder, or otherwise, or by a number of successive actions unless and until all obligations of Customer and Guarantor have been paid or performed. The liability under this Guaranty shall continue notwithstanding the incapacity, death, or disability of one or more of the Guarantors. This Guaranty shall bind the respective heirs, administrators, personal representatives, successors and assigns of Guarantors, and its benefits shall inure to your successors and assigns; you may assign this Guaranty, in whole or in part, without notice to the Guarantors. Any married woman who signs this Guaranty hereby expressly agrees that recourse may be had against her separate property for all her obligations under this Guaranty. Guarantors waive all exemptions and homestead laws and all setoffs and counterclaims.

This Guaranty is continuing. No termination by Guarantors shall be effective except by notice sent to you by registered mail naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of the Guarantors who has not given such a notice; or affect any transaction effected prior to the effective date of termination.

Guarantors shall pay all costs, attorney's fees and other expenses which may be suffered by you by reason of Customer's default or the default hereunder of one or more of the Guarantors. Any action or proceeding hereunder may be brought, in your sole discretion, in Hartford, Connecticut.

IN WITNESS WHEREOF the undersigned Guarantors have executed this Guaranty this _____ day of _____, 20_____

For Individual Guarantors: Signature _____ Printed Name _____
HomeAddress _____
Signature _____ Printed Name _____
HomeAddress _____
Signature _____ Printed Name _____
HomeAddress _____