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REQUISITION CASH ADVANCE ENROLLMENT APPLICATION

Return this form via email to
ea@oxcredit.com
 or Fax to **(845) 791-3156**

GENERAL BACKGROUND

To receive your cash advance promptly, please make sure to complete ALL questions & print clearly.

*** If you have an immediate need for a cash advance, be sure to complete the Job Registration Form located at the end of the application. ***

1) Contractor Company Name _____ 2) Email _____
(Exact legal name as it appears on contractor's license)

3) Business Address _____
Street City County State Zip

4) Phone (_____) _____ Fax (_____) _____ Mobile (_____) _____

5) Year Started _____ 6) Fed. Tax ID # _____ 7) Website _____

8) This year's projected annual revenue: \$ _____ Prior year's actual annual revenue: \$ _____

9) An authorized owner or officer of the applicant contractor company (the "Contractor") must provide the information requested below. Such person hereby authorizes Cinium Financial Services Corporation, its subsidiaries and affiliates (collectively "Cinium") to request and review all data they deem appropriate about the undersigned owner or officer, including credit, background and driver's license reports from agencies, now and for all future reviews, extensions, or renewals of credit to the Contractor or others. Such information will only be shared with Cinium or its authorized agents for the purposes of underwriting and issuing credit to the Contractor. **Please print clearly.**

Full Legal Name _____	DOB _____ SS# _____
Home Address _____	Driver's License (State & No.) _____
City/State/Zip _____	% Ownership _____ Position/Title _____
Email _____	Signature X _____

REFERRAL

How did you hear about us? Radio Print/Mailer Internet Search Email Direct Referral Other _____

Please elaborate _____ Referral/Promotional Code _____
(which station or search engine, etc.)

Please provide the following information for the referring party: Is this an insurance agent? Yes No

Referring Company Name _____ Contact Name _____

Address or Branch _____

Telephone _____ Email _____

Partner Code (if applicable) _____

10) Is your contracting company a: (please check only one):

- a) General Contractor or Construction Manager
- b) Artisan or Specialty Trades Contractor (for example: roofing, masonry/concrete, electrical, etc.)

11) Are you: Union Non-Union If Union, complete the following:

- a) Name of primary union _____
- b) Union contact person _____ Telephone _____
- c) Do you owe any unpaid union wages, benefits or dues? Yes No If yes, amount owed? \$ _____
- d) Do you have a union wage & welfare bond in force? Yes No If yes, name of carrier _____

12) Does your business currently have a bonding line? Yes No

If yes, with which surety companies _____

Aggregate bonding line: \$ _____ Largest single bonded contract \$ _____

What is the cost of your bonding line? 1.0% 2.0% 3.0% Other _____%

13) Please complete the following based on the aggregate or combined total amounts for the business as well as the personal holdings of the individual owners.

- Cash on Hand & in Banks and Marketable Stocks & Bonds
- Accounts Receivable (under 90 days outstanding)
- Net Equity in Real Estate (net of mortgages)
- Net Equity in Equipment
- Other Miscellaneous (cash value of life insurance, annuities, etc.)
- TOTAL

\$
\$
\$
\$
\$
\$

14) Do you have a line of credit? Yes No Amount of Line \$ _____ Expiration Date _____

Amount in Use \$ _____ How Secured? _____ Name of Lender _____

If secured by accounts receivable, has a UCC been filed? Yes No

15) Have any of your receivables been assigned or factored? Yes No

OTHER

16) Please check yes or no to the following questions:

	Contractor		Officer or Owner	
a. Have there been any changes in ownership control?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. Failed in business or declared bankruptcy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c. Failed to complete a contract or assessed with delay penalties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d. Been involved in any litigation in the past 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
e. Been a defendant in any legal action?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
f. Been in claims with a surety, including any lawsuits or threatened lawsuits on an indemnity by a surety?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
g. Are an owner, partner or officer of any other venture?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
h. Are under indictment, on probation or parole, or ever been charged or convicted for a criminal offense?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
i. Have any taxes past due (ie, payroll, federal or state income, property or sales taxes)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
k. Are in default of any loans or credit lines, including any lawsuits or threatened lawsuits on a guaranty by a lender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
j. Have any liens or judgments?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



If you answered "yes" to any of the questions in #16 above, please explain below (use additional sheet if necessary):

17) PRIMARY CONTACT (VERY IMPORTANT)

We will be contacting you within the next 48-72 hours. Please provide the best contact person and information for us to reach you.

Contact Name _____ Telephone _____ Email _____

*** BE SURE TO SIGN PAGE 4 OF THIS APPLICATION ***

TERMS AND CONDITIONS OF REQUISITION CASH ADVANCES

IN ORDER to induce Cinium Financial Services Corporation, its subsidiaries and its affiliates (hereinafter collectively referred to as "Cinium") to extend requisition cash advances to the company herein applying for credit (the "Contractor"), and for other good and valid considerations, the receipt whereof is hereby duly acknowledged, the Contractor hereby agrees as follows.

In the event Contractor has entered into a contract (the "Contract") with a party ("Obligee") for construction services to be incorporated into a certain project (the "Project"), Cinium may provide requisition cash advances ("RCA's") to and on behalf of Contractor in the sole discretion of Cinium. RCA's shall be funded in such amount as is approved by Cinium, in its sole discretion. Contractor requests that Cinium receive and disburse all funds paid by Obligee for Contractor's work, including all progress payments, change orders, retainage, bonuses, equitable or other adjustments, claims or any other sums which become payable by Obligee for Contractor's work (the "Contract Funds").

Contractor agrees to direct Obligee to issue all payments described as Contract Funds herein directly to Cinium as named payee. The Contractor's direction shall be in the form of an Irrevocable Directive of Draw Proceeds or such other form as is acceptable to Cinium. Contractor agrees that in the event any Contract Funds are paid directly to Contractor it will immediately notify Cinium and forward such Contract Funds to Cinium with Contractor's endorsement and take such additional steps as may reasonably be required by Cinium to permit Cinium to deposit and administer such Contract Funds. Contractor expressly authorizes Cinium to endorse and deposit on Contractor's behalf any payments issued in Contractor's name into an account maintained by Cinium for deposit and administration of Contract Funds on Contractor's Projects. Contractor further authorizes Cinium to communicate or send the terms agreed to herein by Contractor to Obligee on Contractor's behalf, and to send a copy of the Irrevocable Directive of Draw Proceeds directly to Obligee on Contractor's behalf. Contractor understands and agrees that Cinium may in the event of direct payments to Contractor issue a notice to Obligee to cease all further payments until such Contract Funds are properly directed to Cinium.

Cinium shall properly track and account for Contract Funds but will pay no interest on the Contract Funds and assumes no responsibility for the earning of any income thereon.

In order to make an RCA, Contractor shall provide Cinium certain required documents, including, but not limited to, a copy of the Contract, job registration form, RCA request form, fully executed Irrevocable Directive of Draw Proceeds, information concerning the Obligee, and copies of approved requisitions. During the course of the Project, Contractor shall promptly provide to Cinium certain required documents, including, but not limited to, any amendments to the Contract, change orders, any claims of lien, and any notices, demands or other documents indicating any dispute with the Obligee or relating to the supply or nonpayment for labor or materials on the Project.

Contractor authorizes Cinium to disburse Contract Funds in the following order of priority: (1) Cinium shall make payment to itself for fees, expenses and reimbursement of any outstanding RCA's made to Contractor; and then (2) Cinium shall disburse the balance of the Contract Funds to Contractor within three (3) business days of Cinium's receipt of the Contract Funds. Upon payment by Obligee to Cinium of Contract Funds, Cinium, in its sole discretion, may reimburse itself for all or any part of any RCA's for which it has not previously been reimbursed.

As a condition to approval and granting of certain RCA's, Contractor may be required to engage in project accounting for the job against which the RCA's are made. Upon notice of such requirement, Contractor will be provided a Master Project Accounting Agreement to be executed prior to the issuance of an RCA.

CINIUM AND CONTRACTOR ACKNOWLEDGE THAT THERE IS NO DEADLINE FOR THE REPAYMENT OF AN RCA OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Contractor agrees that for its services Cinium shall be entitled to certain fees. Such fees shall be determined at the time of approval of Contractor's application and shall be disclosed to Contractor as part of the terms and conditions of the extension of credit. Fees will include those associated



with mandatory disbursement of Contract Funds via wire transfer to Contractor. Cinium shall be entitled to deduct the fees associated with each RCA at the time the Contract Funds are received by Cinium. Contractor shall pay to Cinium all fees or charges payable for the extension of requisition cash advances by Cinium to Contractor.

In the event Contractor participates in Cinium's vendor discount program, Contractor authorizes Cinium to communicate and negotiate directly with Contractor's subcontractors, suppliers and vendors to obtain payment discounts for payments made with RCA funds. Nothing herein, however, shall be construed to make Cinium an agent of Contractor or require Cinium to negotiate for or to obtain any discounts.

Cinium shall have twenty (20) years from the date of a Default to bring an action against Contractor. If this provision of the Agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable this provision shall be deemed modified only to the extent necessary to become valid and enforceable to the fullest extent permitted by law, and the remainder of the terms of this Agreement.

Unless otherwise specifically agreed in writing, Cinium may decline to provide requisition cash advances to Contractor. Contractor acknowledges that Cinium in providing its services is acting as an independent contractor, and not as an agent or employee of Contractor for any purpose, including, but not limited to, payment of taxes (which shall be Contractor's sole responsibility), "Prompt Payment" statutes or laws or rules imposing a standard of care or liability upon Contractor. Contractor acknowledges that Cinium by virtue of its performance hereunder shall in no way be construed to interfere with Contractor's business, Contractor's performance of its work under the Contract or any other agreement, oral or written, entered into by Contractor related to the Project, and that Cinium by administering Contract Funds is not acting in any way to exercise control over Contractor, its operations, or its means and methods.

This Agreement shall bind Contractor and its successors and assigns. The undersigned has full power, authority and legal right to execute this Agreement on behalf of Contractor and to cause Contractor to perform all its obligations under this Agreement. This Agreement may not be modified, amended, waived, changed, discharged or terminated orally or by any act or failure to act on the part of Cinium or Contractor, but only by an agreement in writing by the party against whom enforcement of any modifications, amendment, waiver, change, discharge or termination is sought.

This Agreement may be executed by facsimile or electronic copy, and in counterpart such that each counterpart when taken together will constitute one original.

The undersigned hereby affirms that the statements, information and responses contained herein are true and accurate, and are made to induce Cinium to extend credit. The Contractor authorizes Cinium, or its affiliates, to verify this information and to obtain additional information as it considers necessary from any source, including obtaining a credit report.

Should Cinium discover any material adverse changes to representations made in this Agreement or to Contractor's performance on its projects, regardless of Cinium's acceptance of applicant's enrollment into its credit programs, Cinium and its affiliates reserve all rights to change, alter or withdraw its credit and related commitments.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be executed the day and year written herein below.

CONTRACTOR:

Contractor Name

By: **X** _____ Date: _____
(Contractor's Authorized Signature)

Printed Name: _____ Title: _____

*** If you have an immediate need for a cash advance, complete the following Job Registration Form ***

For each job you are requesting a cash advance for, please provide the following items with this application:

- a) **Job Registration Form (JRF):** Complete the JRF attached to the end of this application.
- b) **Contract Info.:** Copies of the first and fully executed signature pages of the project contract. These pages should show the names of the parties, project name, contract number, date, contract amount, and executed signatures.





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REQUISITION CASH ADVANCE JOB REGISTRATION FORM

Return this form via email to
jrf@oxcredit.com
or fax to **(845) 397-1360**

Contractor _____ Date _____

Project Owner / GC / CM _____
(Exactly as it appears on the project contract)

Owner / GC / CM Address _____

Owner / GC / CM Contact _____ Telephone _____ Email _____

Project Name and/or Contract No. _____

Project Location _____

Project Description _____

Contract Price (incl. Approved Change Orders) \$ _____ Amount Remaining to Be Billed \$ _____

Estimated Total Profit Upon Completion \$ _____ Is this job bonded? Yes No

Start Date _____ Estimated Completion Date _____

How many requisitions are anticipated for the entire job? _____

Are you already on the job? Yes No

If yes, how many requisitions have been submitted? _____

Number of requisitions paid? _____

Describe materials to be provided by suppliers: _____

VERY IMPORTANT! PLEASE ATTACH THE FOLLOWING INFORMATION: (Failure to do so will delay processing)

► **Contract Info:** Copies of the first and fully executed signature pages of the project contract. These pages should show the names of the parties, project name, contract number, date, contract amount, and executed signatures.

Willful falsification of any of the above or attached information may subject you and the contractor to civil or criminal prosecution.

By: **X** _____ Date: _____
(Contractor's Authorized Signature)

Printed Name: _____ Title: _____