

# BUSINESS CREDIT APPLICATION

Rev. 12/09



**Canandaigua National  
Bank & Trust**

72 South Main Street • Canandaigua, NY 14424  
585-394-4260 • 800-724-2621 • www.cnbank.com

**For Bank Use:**

Date Application Was Received \_\_\_\_\_  
Account Officer \_\_\_\_\_

**PLEASE PRINT CLEARLY AND COMPLETE ALL SECTIONS OF THIS APPLICATION**

**LEGAL NAME OF APPLICANT**

Legal Name
DBA Name, if applicable

**LOAN REQUEST**

Loan Product	Amount Requested	Term Requested	Business Purpose
<input type="checkbox"/> Line of Credit <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Increase of \$	\$		
<input type="checkbox"/> Business ChexMate (\$10,000 max.)	\$		
<input type="checkbox"/> Term Loan	\$		
<input type="checkbox"/> Commercial Mortgage	\$		
<input type="checkbox"/> Other (letter of credit, time note, etc.)	\$		
<input type="checkbox"/> ACH Exposure Limit: Individual Entry Transaction \$		Aggregate Daily Exposure \$	

**COLLATERAL OFFERED TO SECURE THE LOAN**

Type of Collateral	Estimated Value	Source of Value, Please Attach Detail Schedules	Any Existing Lien?/\$ Amount
	\$		
	\$		
	\$		
	\$		

Is the collateral being pledged owned by someone other than the business or the owners of the business?  Yes  No

**BUSINESS INFORMATION**

Business Legal Name		Tax ID	
Business Address	City	State	Zip Code
Web Site Address	Phone ( )	Fax ( )	
Nature of Business			
Date Business Established (mo./year)		Present Ownership Since (mo./year)	# of employees
Annual Gross Sales/Revenues (last fiscal year) \$			
Business Structure <input type="checkbox"/> Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other:			

**BUSINESS DEPOSIT ACCOUNTS**

Name of Financial Institution	Type of Account	Current Balance	6 Month Average Balance
		\$	\$
		\$	\$
		\$	\$

**BUSINESS DEBTS**

Name of Creditor	Loan Type (Term, Line, etc.)	Limit or Orig. Amount	Current Balance	Monthly Payment	Pmt. Type (P&I, Int. only, etc.)	Maturity Date
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		

If you will be refinancing any of the above loans with this request, please mark the loans to be paid off with an asterisk (\*).

**PLEASE GIVE THE FOLLOWING INFORMATION ON ALL OWNERS/PRINCIPALS (attach additional app. if necessary)**

Owner/Principal Name			
Home Address		City	State      Zip Code
Home Phone (    )	Social Security No.		Date of Birth
Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other: (describe)		Years There	
Checking Account With		6 Month Average Balance \$	
Percent Ownership in Business		Title/Position	
Total Assets \$	Total Liabilities \$	Net Worth \$	
Monthly Gross Salary \$	Monthly Other Income* \$	Other Income Source	
Monthly Revolving Credit Payments \$	Monthly Mortgage or Rent Payment \$	Other Monthly Debt Payments \$	

Owner/Principal Name			
Home Address		City	State      Zip Code
Home Phone (    )	Social Security No.		Date of Birth
Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other: (describe)		Years There	
Checking Account With		6 Month Average Balance \$	
Percent Ownership in Business		Title/Position	
Total Assets \$	Total Liabilities \$	Net Worth \$	
Monthly Gross Salary \$	Monthly Other Income* \$	Other Income Source	
Monthly Revolving Credit Payments \$	Monthly Mortgage or Rent Payment \$	Other Monthly Debt Payments \$	

\*You are not required to disclose alimony, child support, separate maintenance income or its source, unless you want it considered in connection with this application.

**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION**

Is your business involved in or does any income come from internet gambling operations? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the business ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Chapter      Date of Filing
Has any principal/owner ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Name and Chapter      Date of Filing
Are there any delinquent taxes owed by the business or any principal/owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Explain
Is there any pending litigation or unsatisfied judgements for the business or any principal/owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Explain
Is the business or any principal/owner contingently liable for any debts? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Explain
Does any one customer represent more than 10% of annual sales/revenues? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Customer Name and Percentage
Is the business for sale or under agreement that would change the ownership? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Explain
Has the business incurred a loss in the last 3 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Explain

**FOR LOAN REQUESTS OR TOTAL BUSINESS BORROWING RELATIONSHIPS GREATER THAN \$50,000 PLEASE INCLUDE COPIES OF THE FOLLOWING WITH YOUR APPLICATION**

- Past two years of signed business tax returns or business financial statements and current business projections.
- Most recent year signed personal tax return for each owner, including all schedules, K-1's and W-2's.
- Current personal financial statement for each business owner.
- For Line of Credit requests, include aging of accounts receivable and accounts payable. If purchasing equipment or a vehicle, include invoice.

By signing below and submitting this application, the business or principal/owner represents and agrees, personally and on behalf of the company, as follows: The undersigned certifies that the current information and attached financial statements are, and those submitted in the future will be, true and complete. The undersigned also certifies that the full loan proceeds will be used exclusively for business related purposes. If you are applying for a Business ChexMate Overdraft Line of Credit Account, the undersigned agrees to be bound by the Terms and Conditions of the Business ChexMate Overdraft Line of Credit Agreement, which is set forth on pages 3 and 4 of this application. The Canandaigua National Bank & Trust Company, (Bank) or any affiliate, as applicable, is authorized to make inquiries and obtain information on both the business and its owners from any business creditor, consumer creditor or other source that the Bank feels necessary to process this application. Subsequent Credit Reports may be requested or utilized in connection with an update, renewal, or extension of existing or future extensions of credit. If the undersigned asks, the Bank will tell the undersigned the name and address of the Credit Bureau from which the Bank obtains a credit report on the undersigned and the specific reasons for credit denial if this application is denied. Unless you instruct us not to share information about your credit history, this application, and information we receive from unrelated third parties (other than information related to account history and our experiences with you) within the Canandaigua National Corporation family of financial service companies (CNC), you agree that we may share this information within CNC. You can make this request by calling us toll free at 1-800-724-2621. Each source of financial information is authorized to provide the Bank with requested information. It is further agreed that the Bank will be promptly notified of any material changes in the above information.

Business Name \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Business ChexMate Overdraft Line of Credit Account Agreement

### Parties to Agreement and Personal Guaranty:

This agreement covers your Business ChexMate Account with us. In this agreement, the words *you*, and *your* refer to all persons signing the Business Credit Application as well as the Company referred to in the application. If the application is signed by more than one person, either or any person signing the application as applicant will be individually responsible for all loans made under this agreement. The business or principal/owner, as applicant, and the Company are jointly and severally liable for repayment of the Business ChexMate Account, and the applicant is personally guaranteeing the Company's performance under the agreement. The words *we*, *our*, *us* and *Bank* refer to The Canandaigua National Bank and Trust Company. The word *overdraft* means any charge to your checking account which exceeds the deposit balance of the checking account.

**Overdraft Loans:** The Bank will make loan advances in multiples of \$100 to you or anyone authorized to sign checks on your checking account. You can obtain loan advances in the following ways:

1. Payment by us of any check drawn against or other charge made against your checking account which creates an overdraft.
2. Using your CNB Business Debit Card or CNBanker ATM card if the cash withdrawal from the automatic teller machine or your use of this card for other transactions results in an overdraft on your checking account

You may also take loan advances by making online transfers from your Business ChexMate Account to your checking account for the exact amount of an overdraft or in an amount up to your available balance. The aggregate of your loan advances and charges under this agreement will be considered a single consolidated loan. You agree that the computer record of an authorized electronic charge, debit, telephone transaction, or transaction generated at an automated teller machine, personal computer, or point of sale terminal which creates an overdraft on your checking account will constitute your written authorization to make a loan advance.

**Receipt of Proceeds:** Any loan advance shall be conclusively presumed to have been made to you at your request and for your benefit, regardless of the fact that persons other than those authorized to borrow may have authority to draw against your Business ChexMate Account.

**Credit Limit:** The total outstanding loan balance resulting from advances on your Business ChexMate Account may not exceed the maximum credit limit approved by the Bank. We may refuse to make loan advances when:

1. Your account balance exceeds or will exceed your credit limit if the advance were to be made.
2. Your account is cancelled for any reason.
3. You are delinquent in making payments.

**Periodic Statement:** We will send you a monthly Business ChexMate billing account statement showing the status of your account and the date your automatic payment, if any, will be withdrawn from your checking account.

**Finance Charge:** You agree to pay a finance charge on your outstanding loans. All loans shall have a finance charge computed at a variable rate of six and one half percent (6.5) % above The Wall Street Journal prime lending rate, but in no event in excess of the maximum rate allowed by law. The prime lending rate is the rate of interest announced by The Wall Street Journal from time to time as the prime lending rate. The prime lending rate is one of the interest rates and may not necessarily be the best or lowest interest rate. All changes in the rate of interest hereunder due to a change in the stated prime rate shall occur automatically without notice as of the effective date of the change of the prime rate. The finance charge shall begin to accrue the date each loan advance is posted to your account. The bank computes the finance charge on your account by applying a daily periodic rate to the closing principal balance of your account each day. The daily periodic rate is determined by dividing the applicable yearly rate of interest by 360 and applying such rate to the outstanding principal amount for the actual number of days such principal is outstanding. To get the closing principal balance, the Bank takes the beginning balance of your Business ChexMate Account each day, adds new loans, subtracts any payments or credits and unpaid finance charges. This gives us the daily balance. All of the daily finance charges for each day in the billing cycle are added together and equal the total finance charge for the billing cycle. This is then added to the outstanding principal balance resulting in the statement closing balance from which payments are calculated and applied.

**Minimum Monthly Payment:** If you do not pay the total loan balance in full prior to your statement cycle date, the minimum payment will be the greater of \$20 or 1/60<sup>th</sup> of the balance of your account, plus finance charges, and any past-due amount.

**Application of Payments:** Each installment or other payment you pay will be applied to interest, principal and late charges, in that order.

**Prepayment:** You may pay your outstanding Business ChexMate loan balance in part or full, at any time, without penalty.

**Automatic Payment Method:** You authorize the Bank to automatically charge your checking account each month, fifteen (15) days after the cycle date of your checking account for the minimum monthly payment, any service charges and any late fees.

**Annual Fee:** An annual renewal fee of \$25 will be automatically charged to your checking account for your Business ChexMate Account.

**Annual Renewal; Financial Information:** Annual renewal of your Business ChexMate Account is subject to annual review and determination by the bank of your creditworthiness and compliance with the terms of the account. You agree that upon request, you will furnish your financial statements and all such other financial information as we may require from time to time. You authorize us to make whatever credit inquiries we deem necessary, and you authorize any person or credit reporting agency to furnish to us any information it may have or obtain in response to our inquiries.

**Transfer Fee:** A transfer fee may be automatically charged to your checking account for loan advances. The fee is based upon the type of checking account linked to your Business ChexMate Account, as follows: no fee for CNBusiness Choice<sup>sm</sup> accounts; \$12 per month for Analyzed Business Accounts; and \$4 per transfer for Basic Business Accounts.

**Late Charges:** If any payment owing under this Agreement is not paid by the due date shown on your billing statement, you agree to pay a late charge equal to the greater of 6% of the minimum monthly payment or \$50.

**Default – Entire Balance Due; Waiver of Notice and Demand:** If you do not pay each payment on time or if you breach any other part of this agreement, or any other agreement with us, we may, without notifying you, cancel your account and declare your entire balance due. We can also do this if anything you said in your application was untrue, or if you become bankrupt or die. Once your entire balance becomes due, you will have no further right to get loan advances under this agreement.

**Collection Costs:** If the Bank refers your account to an attorney for collection, you agree to pay court costs and reasonable attorney's fees.

**Default Interest Rate Agreement:** I hereby agree to pay a DEFAULT INTEREST RATE OF FOUR (4) PERCENT more than the interest rate indicate in this Agreement as a condition of my default of this Agreement. The DEFAULT INTEREST RATE will remain in effect until I have cured any default under this Agreement and I have made three (3) consecutive timely payments as required in this Agreement. The enforcement of the DEFAULT INTEREST RATE is at our sole option. In no event will the DEFAULT INTEREST RATE exceed the maximum interest rate as allowed by law.

**Post-Judgment Interest Rate:** If you are in default under the terms of this Agreement, and we obtain a money judgment against you, you agree that the judgment shall bear interest at the rate of 16% per annum until the judgment is paid in full and satisfied. You acknowledge that this judgment interest rate may be higher than the statutory judgment interest rate contained in NYS CPLR §5004.

**Corporations; Partnerships; Associations:** If the signer of the Business Credit Application is a legal entity other than a natural person, such as a corporation, partnership, limited liability company, limited liability partnership, professional corporation, professional limited liability company, or association, it warrants that it is organized and existing under the jurisdiction of its legal creation and that loan advances made under this Agreement are within its powers, have been authorized by all proper and necessary actions, and are not in conflict with its charter, bylaws or agreement of partnership or association, as applicable, or any similar agreement by which the signer of the credit application is legally created or bound, or any indenture, contract or agreement to which it is a party or by which it is bound, or with any statute, rule, regulation, decree, judgment or order binding upon it.

**No waiver by Delay in Enforcement:** You agree that no omission or delay by us in exercising any right under this Agreement will operate as a waiver, and the single or partial exercise of any such right or rights will not preclude any other or further exercise of such right or rights.

**Deposits:** Deposits or other credits to your checking account will not reduce your indebtedness under this agreement.

**Canceling This Account:** The Bank can cancel this account at any time without notice to you. You may also cancel this account by writing to us at the address shown on your billing statement. If your account is canceled, you must pay all you owe us, including any amounts which are due but not yet billed.

**Changing This Agreement:** We can change this agreement by providing you with a written notice by mail at least thirty (30) days prior to the effective date of this change. Your use of the account subsequent to our providing notice to you indicates your acceptance of these changes.

**Consent to Jurisdiction and Laws Governing This Agreement:** You consent to the exclusive jurisdiction of all courts in the State of New York for trial of any claims against you arising out of, under or in connection with this Agreement. This agreement is governed by New York State law without regard to any conflicts of law which would require the application of the laws of any other state.

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**No waiver by Delay in Enforcement:** You agree that no omission or delay by us in exercising any right under this Agreement will operate as a waiver, and the single or partial exercise of any such right or rights will not preclude any other or further exercise of such right or rights.

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