

Spray Pave Australia P/L:- Business License Application.

Training dates and Licensee/s details.

Preferred training dates/...../20..... to/...../20.....	
	Licensee 1	Licensee 2
Name/s		
Address		
Phone/Mobile		
Email		
Date of Birth		
Drivers License		
ABN (Can be applied for at training)		

Total amount of business investment.

Business item		Amount	Total.
Full Business License package.		\$37,000	\$37,000
Insurance policy. Is included, or you can choose to deduct?	Deduct? YES or NO (Circle YES to deduct)	\$1,500	-\$
Total for Business:- With Insurance. = \$37,000 / :- Without Insurance \$35,500			\$
Other discounts, extras or change <u>noted on CTD.</u>			A=\$

1 st deposit \$1,000, then 2 nd deposit or full balance.	B=\$	A – B = Balance due
Deposit paid. (2% surcharge on Credit Cards) Date...../...../ 20..... ____/____/____/____ Exp ____/____ CVC____ Please forward 7+ days before training to confirm dates and start advertising.	\$ 1,000 \$	\$
2nd deposit or full balance due 1st morning at training. Date...../...../20.....	\$	\$

If paying full balance? your application is complete. Please sign and date to proceed with training, marketing etc.

Licensee 1/...../20.....	Licensee 2/...../20.....
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----- **Stop here if making full payment. Only continue if applying for Easy Payment Plan (E.P.P.)** -----

Please continue application for Easy Payment Plan (E.P.P.).

	Licensee 1	Licensee 2
Nearest relative living elsewhere		
Address		
Phone / Mobile		

Both Licensees combined financial statement. This E.P.P. is a commercial vendor finance.

No Banks involved. Your "full story" position will help determine your application.

Assets	Asset Value (A)	Amount owing (B)	Net Position (A-B)
Furniture / Other.			
Vehicles.			
Savings.			
Real Estate/s.			
Total (each column)			
Approximate current monthly savings, after all home / living expenses.			
Number of years in the work force?			
Any comments:- Work history? Business? Family? Sports? Church? Contacts? Etc.			
I do solemnly declare, that all above information is my own entry. It is all true and accurate, without reservation.			

2 nd Deposit, then remaining balance due transferred to E.P.P.	
<p style="background-color: #e0f0e0; padding: 5px;">(Example only, includes insurance: a) \$1,000 + b) \$5,500 = c) \$6,500, Balance due 1/5 d) \$37,000 - c) = e) \$30,500 transferred to E.P.P.)</p> <p>a) \$ _____ + b) \$ _____ = c) \$ _____ <small>1st Deposit + 2nd Deposit at training = Total Deposits.</small></p> <p>d) \$ _____ - c) = e) \$ _____ Transferred to E.P.P. <small>Business balance due. 1/5 - c) = Amount transferred to E.P.P.</small></p> <p>2nd Deposit due 1st morning at training (2% surcharge on Credit Cards) Date ___/___/ 20__</p>	<p>Payment details.</p>

Choose your E.P.P. Circle any field/s on a row, to accept all amounts on that row. 10% discount for payout, at any time.					
Years ?	e) Balance.	6% interest pa. No other fees.	Total E.P.P. amount.	Months.	Monthly payments.
4	\$30,500	\$7,320	\$37,820	48	\$ 788 . 00
8	\$30,500	\$14,640	\$45,140	96	\$ 470 . 00
12	\$30,500	\$21,960	\$52,460	144	\$ 364 . 00
Other.					
1 st payment due, 1 st day of the next month after training. Remaining payments due 1 st day of each following month.				1 st ... /20.....	
This is a No Obligation Application. Agreement is binding with both parties signatures on page 3/5.					
Signatures and date to confirm application.	Licensee 1 /...../20.....		Licensee 2 /...../20.....		

Head Office use only. Approved by Spray Pave Australia P/L. Finance Department.		
Name	Signature	Date

1) Commercial Vendor Finance.
 The Licensee agrees, they have entered a contract and indebted to SPA the amount shown as the **“Total E.P.P. amount”** Of their chosen row as circled on Page 2/5. Finance and License terms open to negotiation. Any such agreed amendments noted on footer of page 5/5

2) Dates for payment.
 The EPP deposits & 1st EPP payment are due on page 1/5 & 2/5 dates. All payments are due the first day of each month thereafter, until total debt is paid in full.

3) Payment received late, administration fee.
 If a payment is received late. a) A \$100 administration fee represents a standard reasonable cost of following up and accommodating any late payment. This late fee is added to the total debt, with 1% interest compounding per month also added to total debt.

4) Acceleration of payments.
 If 2 defaults (majority or full payments missed). Which may not be consecutive. The total balance of all sums are to be paid without notice and become due and owing and be immediately recoverable as a debt.
 b) If above event occurs the Licensee/s shall not be entitled to any discounts as otherwise offered.

5) Costs of Default.
 Licensee/s shall pay all Spray Pave’s Court; Legal services; Investigation; and Recovery costs caused by their default under agreement on a full indemnity basis.

6) Variation of E.P.P. agreed payment schedule or fees.
 If Licensee/s forwards a variation of agreed payments:-
 a) Payment date other than 1st of each month; b) Extra or reduced amount; c) More payments per month; (ie weekly or fortnightly). Licensee/s also accepts an extra administration fee of \$25.00 per variation of agreed set payments, to accommodate the extra administration. The \$25.00 is added to total debt with 1% compounding interest p/mt as per 3) Any variation will not affect any other clause or the entirety of this agreement. A full payout of total E.P.P. debt, does not attract extra fee.

7) Signatory(ies) offers full personal guarantee for Company, Trust or any other entity application.

8) Joint and several liability.
 Where the Licensee constitutes more than one person. Each person will be jointly and severally liable for all total amounts under this agreement.

9) Charge to Spray Pave Australia or Assignee. (SPA-or-A)
 If 2 defaults (majority or full payments missed). Which may not be consecutive, Licensee/s charges in favour to SPA-or-A, their present and or any future property. The property whether real or personal, including property described in the E.P.P. application, or any other property, shall be included into any other rights under this agreement. Licensee/s agree that SPA-or-A is entitled to lodge a caveat against any property registered in the name of the Licensee/s to protect SPA-or- A’s interest.

10) Representation.
 Licensee/s confirms all representations relied upon prior to purchase, was the marketing material supplied by SPA. ie:- Website, Media Advertising and CTD. Plus their own independent due diligence, outside of SPA representations.

11) Legal and financial advice.
 Licensee/s confirm, they have sought independent legal advice and financial advice regarding their own personal suitability towards all business licensee/s contract aspects. Or have freely self-elected not to seek any such advice.

12) Severance
 If any provision in this agreement or any other documents be or become invalid, illegal or unenforceable, that provision shall be severed from said document, without effect to remaining provisions.

13) Assignment by Licensee/s.
 The Licensee/s rights of this agreement may be assigned to another similarly secure party after a new E.P.P. application is sent to SPA, which shall not be unreasonably denied.

14) E.P.P. Management and Assignment.
 SPA outsource E.P.P. management to AAA Mercantile or similar firm. In case of default as per 4) & 9). Licensee/s agrees that SPA will assign the total remaining balance of principal, interest and fees, under this agreement as a debt for collection also to AAA Mercantile or similar firm.

15) Dispute resolution.
 Procedures required from both parties are outlined under Confirming the Details. Clause 24)

16) Exclusive Jurisdiction to South Australia. (SA)
 Both parties freely submit themselves to the exclusive jurisdiction of the courts of (SA) and the exclusion of any other state or territory courts. In respect of disputes whether under the contract or in respect of the contract. Any actions arising shall be instituted, heard and determined only in a court of Adelaide, South Australia.

This page, 3/5 is not a “No obligation”. Signing below is a binding contract to purchase a Spray Pave business. Your signature/s confirm a full understanding, with a free and willing acceptance of all 5 pages. Also CTD.

**Representative of
 Spray Pave Australia Pty Ltd**

Name.....

Signature.....



Licensee 1

Name.....

Signature.....

Licensee 2 or circle if a Witness?

Name.....

Signature.....