**SURANGEL & SONS COMPANY** 

# **MUZING CREDIT APPLICATION & AGREEMENT**

#### 2023-2024

Group Name:									
Amount Requested: \$			Amount	Approved:	\$				
Purpose of this credit request if and when approved, is for a Muzing account with Surangel & Sons Co. (Creditor) for the Applicant together with ALL the members of the named Muzing Group (Debtors). <b>Amount shall not change, increase or decrease,</b> once applications are submitted. Applicant shall not cease or decrease payments until entire balance is paid in full.									
Last Name	First	t Name	Mid	dle Initial	Account Number				
Information for above Appl	icant:								
Home Address:									
Mailing Address:									
Contact Numbers:									
Office Phone Number	Home Number		Mobile Number	E-	E-mail Address				
Income & Allotment:									
Employer's Name Yrs/		/Months	Months Employed		Position				
			1 <sup>st</sup> payday of January 2024						
Monthly Gross Income Biwe		veekly M2	eekly MZ Allotment		Starting Date of Allotment				
Identification: (Attach a cop	oy of ID)								
SS/Driver's License No.	Expiration Date	e	Other ID	ID No. a	and Expiration Date				
Previous Muzing Group/Yea	ar:								
Current Muzing Group's Guarantors (Oyas):									
1.									
Guarantor's Name		1	Employer	I 	Contact No				
2.									
Guarantor's Name			Employer		Contact No				

# **TERMS & CONDITIONS**

Information presented in this application and in all documents submitted in connection herewith is for the purpose of obtaining Muzing credit and is represented to be true and complete. The Applicant authorizes Surangel & Sons Co. to investigate all credit references and any other matter pertaining to this request for credit. The undersigned authorizes its banks, trade creditors and the guarantors (Muzing Oya) to submit complete information for the purpose of credit evaluation. The parties hereby agree that in the event of litigation arising from this transaction, venue shall be the Republic of Palau. Immediate payment shall be rendered or at date/terms mutually agreed upon by both parties in writing below under "CONTRACT for MUZING ACCOUNT". Debtors shall be responsible for all legal costs, collection agency expenses, and reasonable attorney's fees incurred in any matter in connection with collection of any account past due detailed in CONTRACT below.

The Applicant and ALL members of their Muzing Group (Debtors) are jointly and severely responsible for this approved credit. The Muzing Card issued for this credit is the sole responsibility of both the Applicant and the Guarantors. Lost or misplaced Muzing Card does not change or negate responsibility for this credit. If Applicant does not receive goods/services equivalent to credit amount, Muzing Card must be returned to Creditor at Creditor's Office and amount still loaded shall be

cancelled by the Creditor before portion of this credit could be considered reversed.

If Preferred Customer Card is lost after loading up approved Muzing Amount, applicant pays \$38.50 for replacement

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#### <mark>card with Muzing Amount.</mark>

### **CONTRACT FOR MUZING ACCOUNT**

- 1. The Applicant owe to Creditor and promises to pay (in lawful money of the United States) to Creditor at Creditor's office in Airai, Palau, the amount of \$\_\_\_\_\_\_ (the "principal") from January 2024 until paid in full. Such amount will be paid according to the following schedule:
  - A. Equal bi-weekly or monthly payments of \$\_\_\_\_\_ beginning on January 2024 and continuing to be paid every 14 days/on each payday of every month thereafter until the total balance is paid as stated next; and
  - B. Final payment of remaining balance on or by October 31, 2024;
  - C. Debtors hereby waive notice and demand for payments.
- 2. The Applicant may prepay all or any part of the principal amount at any time.
- 3. If the Applicant **default in the payment** of principal, interest, or other fees or charges when due hereunder and the default is **not cured within ten (10) days after demand** by the Creditor, then the Creditor has the option to accelerate and declare the unpaid principal sum hereunder together with all charges and interest accrued thereon to be **immediately due and payable**, and such principal sum, charges and interest shall thereupon become and be due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of the same or any subsequent default.
- 4. Also, if a payment is not made by 15 days after October 31, 2024, then Applicant shall be liable for and shall pay interest at 18% per year or 1.5% per month on amount that remains unpaid plus a late charge equal to 5% of such payment. In light of the great difficulty in determining Creditor's damages and expenses of collecting the unpaid payments, Debtors agree that this is a reasonable late charge.
- 5. If Applicant fails to make timely payments, including the late charge and interest, and Creditor needs to use or hire an attorney and/or file suit to collect such amounts or to enforce this Contract, then, as further consideration for Creditor extending this credit and making this Contract, ALL MUZING GROUP MEMBERS shall ALSO be liable for and shall pay for any unpaid balance of the Applicant plus all of the Creditor's reasonable collection expenses, court costs, and attorney fees incurred before filing any lawsuit or claim, in the trial court, in any post-judgment proceedings, and in any appeal, until the amounts due hereunder are paid in full, and Debtors WAIVES the protections and provisions of RPPL 7-11 (14 PNC §2110(a) as to Debtor's right to claim property as exempt from execution or judicial process or seizure or sale and §2111 as to limits on legal fees and expenses claimed by Creditor). The preceding sentence does not merge into a judgment. Payments are applied first to interest, late fees, attorney fees, costs, and then to the principal.

#### **Applicant (Debtor):**

### (1) Muzing (Oya) Guarantor (Debtor):

Signature over Printed Name Date		Signature over Printed Name		Date	
Surangel & Sons Co. (Creditor	):		(2) Muzing (Oya) Guarant	tor (Debtor):	
Signature over Printed Name	Date		Signature over Printed Name	Date	
Prepared & Witnessed By Surangel & Sons Co. Authorized Office:			Muzing Cards received on this day of, 2023. Muzing Oya's initials:		
Date:					2 of 2