

Spray Pave Australia:- Business License Investment

Only use this page if you wish to invest with the full purchase price.

If choosing the Support Payment Plan (S.P.P.) LEAVE THIS PAGE BLANK and turn to SPP pages 1, 2 and 3 now.

Training dates and personal details.		
Preferred training dates/...../20..... to/...../20.....	
	Operator 1	Operator 2
Name/s		
Address		
Phone/Mobile		
Email		
Date of Birth		

Business extras table:- Choose the optional extras for your new business.			
Business item		Price of item	Your totals
Business License package.	YES	\$33,750	\$33,750
Plus <u>all</u> equipment ? <small>(If purchasing separate items, circle (NO))</small>	Please circle:- YES or NO	\$11,500	\$
Plus marketing campaign? <small>Customer leads sent to your SMS & Email</small>	Please circle:- YES or NO	\$2,500	\$
Plus 12 months trade policy insurance ? <small>Loss of income; Public Liability, Stolen equipment.</small>	Please circle:- YES or NO	\$1,250	\$
Other?			
Final total for new Business License with all extras =		\$49,000	
Final total for new Business License with all your chosen extras =			A=\$

Deposit and Balance	B	A – B = Balance
Deposit paid. Date...../...../ 20..... Please forward at least 7 days before training to confirm dates and start your advertising (if agreed ?) Plus arrange airfares, motel, trainers etc.	\$ 1,000 Or other? \$	\$
Full balance due 1st morning at training. Date/...../ 20.....	\$	\$

Signing below is an investment with a binding contract to purchase a Spray Pave business. Your signature also confirms you have a full understanding, with a free and willing acceptance of [Confirming The Details \(C.T.D.\)](#) available at all times from spraypave.com.au. Any changes to C.T.D. Pages 4 and 5 can be completed at training.

Representative of Spray Pave Australia Pty Ltd Name..... Signature.....		Operator 1 Name..... Signature.....
		Operator 2 Name..... Signature.....
Date/...../20.....		

Forward funds to:- Bank:- NAB Account :- Spray Pave Australia Pty Ltd BSB:- 085-364 Account Number:- 47442-2379

Page 1 is for purchasing with full amount. Delete page 1 if purchasing with Support Payment Plan (S.P.P.)
 Otherwise complete the following SPP Pages 1, 2 and 3.

A) Support Payment Plan (S.P.P.) application. Training dates and personal details.		
Preferred training dates/...../20..... to/...../20.....	
	Operator 1	Operator 2
Full name/s		
Address/Postcode		
Phone / Mobile		
Email		
Driver's License		
Date of Birth		
Employer / Business		
Nearest Relative		
Address		
Phone / Mobile		

B) Assets and liability statement. Your net position is required because the S.P.P. is a form of lending and Head Office need to determine if you will be approved?			
Assets	Asset Value (A)	Amount owing (B)	Net Position (A-B)
Real Estate			
Vehicles			
Furniture			
Savings			
Other			
Total (each column)			

C) Business extras table:- Choose the optional extras for your new business			
Business item		Price of item	Your totals
Business License package.	YES	\$33,750	\$ 33,750
Plus marketing campaign? Customer leads sent to your SMS & Email	Please circle:- YES or NO	\$ 2,500	\$
Plus 12 months trade policy insurance ? Loss of income; Public Liability, Stolen equipment.	Please circle:- YES or NO	\$ 1,250	\$
Other?			
Final total for new Business License with all extras =		\$37,500	
Final total for new Business License with all your chosen extras =			A=\$

Equipment pricing is not shown here. SPA does sell equipment, but does not offer a payment plan.
 You can purchase all equipment via a Rent -To-Own system with [an independent Company.](#)

1) Vendor Finance.

The operator agrees that they are indebted to Spray Pave the sum as outlined on the payment schedule, of page 2, D). **Total SPP amount.** This sum includes all interest and shall be paid as per agreement.

2) Dates for payment.

The SPP deposits and 1st SPP payment are due on the page 2) dates. All SPP payments are due the first day of each month thereafter, until debt is paid in full.

3) Payment received late, administration fee.

If a payment is late.

- a) A \$100 administration fee represents the reasonable cost of following up and accommodating the late payment. Which is payable next payment.
- b) An interest rate of 12% (1% per month) to follow such due date. Which is payable next payment.

4) Acceleration of payments.

If there are 2 payment defaults of deposits and/or SPP under this agreement. a) The total balance of all sums are to be paid without notice and become immediately due and owing and be immediately recoverable as a debt due and owing. b) In the event that SPA exercises its payment recovery rights, the Operator shall not be entitled to any discounts as otherwise offered.

5) Costs of Default.

The operator shall pay Spray Pave’s legal and all other costs caused by the Operator’s default under this agreement on a full indemnity basis.

6) Variation of payment schedule fees.

Should the Operator request a variation to either a reduction to the monthly amount or an addition to the 12 payments per year. (Ie weekly or fortnightly) The Operator also accepts an extra administration fee of \$22.00 per reduced or extra transaction, to accommodate the extra administration, which shall be added to the total debt owed. If such a request is approved, it would not affect any other clause or the entirety of this agreement.

7) Accepting Business License conditions.

The SPA on-line document titled:- [“Confirming The Details” \(C.T.D.\)](#) outlines the Business agreement and all parties obligations. Operator signature/s below confirm they have fully read with full understanding and offer their free and willing acceptance towards C.T.D.

8) Charge to SPA (and / or Assignee)

If the Operator defaults in 2 payments they charge in favour of SPA all their present and or future property. The property whether real or personal, including property described in the S.P.P. application shall be included into any other rights of SPA under this agreement. SPA is entitled to lodge a caveat against property registered in the name of the Operator to protect SPA’s interest.

9) Representation.

Operator confirms that the only and total representation they have relied upon, was a combination of all written material by SPA. Ie:- Web site, Advertising, S.P.P. and [C.T.D.](#) Plus their own independent research. Any verbal representation is repeated within SPA written material.

10) Legal and financial advice.

Operator confirms they have sought independent legal and/or financial advice regarding their own personal suitability towards all business operational license contract aspects or has elected not to seek such advice.

11) 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.

12) Assignment by Operator.

The Operator rights under this agreement may be assigned to another party after formal application to SPA, which shall not be unreasonably withheld.

13) Assignment and account management by Spray Pave

SPA is entitled to assign its rights under this agreement for account management and complete debt collection to AAA Mercantile of 283 Sir Donald Bradman Dr, Brooklyn Park SA 5032 Ph (08) 7480 0150 or any similar business.

14) Dispute resolution.

Procedures required from Operator is outlined in. [“Confirming The Details”](#). Under Clause 24)

15) 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.

16) Joint and several liability.

Where the Operator constitutes more than one person. Each such person will be jointly and severally liable for all amounts payable under this agreement.

**Representative of
Spray Pave Australia Pty Ltd**

Name.....

Signature.....

Date...../...../20.....



Operator 1

Name.....

Signature.....

Operator 2

Name.....

Signature.....