

THE ELDERSBURG BUILDING SUPPLY COMPANY

**5941 B Bartholow Rd
Eldersburg, MD 21784**

CREDIT APPLICATION AND AGREEMENT

**THIS CREDIT APPLICATION MUST BE FILLED IN COMPLETELY, SIGNED AND THE ORIGINAL
RETURNED PRIOR TO AN ACCOUNT BEING ESTABLISHED**

Legal Name of Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax _____

Email Address _____ Website _____

Federal ID Number _____

Sales Tax Exemption Number _____

Dun and Bradstreet Number _____

Ownership Type: ___ Corporation ___ LLC ___ Partnership ___ Individual

All Officers, Partners or Owners:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
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Type of Business: Subcontractor ___ General Contractor ___

Authorized Buyers: _____

Do You Require Purchase Orders? Yes ___ No ___

Date Business Began _____

Bank References:

Name of Bank _____

Address _____

Contact Name _____

Account Number _____

Name of Bank _____

Address _____

Contact Name _____

Account Number _____

Business References Where Credit Now Extended (list four):

Name _____

Name _____

Address _____

Address _____

Amount Outstanding \$ _____

Amount Outstanding \$ _____

Telephone Number _____

Telephone Number _____

Contact Name _____

Contact Name _____

Name _____

Name _____

Address _____

Address _____

Amount Outstanding \$ _____

Amount Outstanding \$ _____

Telephone Number _____

Telephone Number _____

Contact Name _____

Contact Name _____

Are there any unsatisfied judgments against you? Yes____ No____

Have you filed for bankruptcy or been declared bankrupt in any business in which you were principal within the last 14 years? Yes____ No____

Contractor License Number_____ Type/Class_____

CREDIT AGREEMENT

In consideration of credit by Vendor, the undersigned Applicant agrees as follows:

1. Credit privileges are hereby applied for and it is understood and agreed that the terms of payment are within the thirtieth (30th) of the month following billing. Delinquent accounts are subject to a 1 ½ % per month service charge. The undersigned applicant agrees to pay, in the event the account becomes delinquent and is turned over to a third party for collection, or in the event that Vendor successfully defends itself of others in any other litigation relating to this agreement, reasonable attorney's, collection agency fees plus all attendant costs and fees.
2. Applicant will notify Vendor in writing of any disputed charges on invoices and monthly billing within fifteen days following date of invoice. Failure to notify Vendor in writing shall mean that Applicant agrees that the charges are correct. Applicant will notify Vendor of all tax-exempt jobs prior to shipment.
3. Applicant will provide full job name and ship to address to Vendor prior to delivery. This will include any pick up orders as well.
4. Applicant cannot return merchandise without prior notification to Vendor and Vendor authorization. There will be a restocking charge for all materials returned to the yard by applicant. This charge will only be waived when the Vendor is in error.
5. Vendor shall not be held liable for any delays in delivering materials.
6. Applicant agrees to notify Vendor in writing of any change of ownership or form of business.
7. The person or persons executing this agreement on behalf of Applicant warrant and represent that they have authority to bind Applicant and enter into this agreement.

ON BEHALF OF THE APPLICANT, I CERTIFY THAT EVERYTHING STATED IN THIS CREDIT APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Name of Business _____ Name _____

Date _____ Signature _____

Title _____

PERSONAL GUARANTY

To induce approval of this Credit Application, and in consideration for Eldersburg Building Supply Co. extending credit to the above-named Applicant, we, the undersigned, do hereby jointly, severally and personally guaranty the prompt and timely payment of all monies due Eldersburg Building Supply Co. from the Applicant as a result of credit extended by Eldersburg Building Supply Co. to said Applicant, and we hereby agree to indemnify Eldersburg Building Supply Co. against any and all damage, loss, expense (including attorney's fees) and/or liability sustained by Eldersburg Building Supply Co. by reason of, or related to, the Applicant's failure to pay all monies owed to Eldersburg Building Supply Co. when due. Eldersburg Building Supply Co. may enforce this Personal Guaranty against the undersigned or any of them, jointly or severally, whether or not any action is taken by Eldersburg Building Supply Co. against the Applicant.

This Personal Guaranty is continuing in character and can be terminated only by written notice sent by registered or certified mail to Eldersburg Building Supply Co. at 5941 B Bartholow Road, Eldersburg, Maryland 21784 and given thirty (30) days in advance of such termination. Special orders and any order given to Eldersburg Building Supply Co. and placed with a manufacturer prior to termination will be subject to the Personal Guaranty.

This Personal Guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns, and shall enure to the benefit of Eldersburg Building Supply Co. successors and assigns. All Eldersburg Building Supply Co. rights are cumulative and not alternative.

Name _____ Signed, Personally _____

Name _____ Signed, Personally _____