

AMERICAN BUILDERS SUPPLY

2801 WEST AIRPORT BLVD. SANFORD, FLORIDA 32771 PHONE 407-321-3667/800-580-DOOR, FAX 321-257-0304

Date:	
Sales Rep:_	

CREDIT APPLICATION

Full Legal Name/Corporate E	Entity:					
Doing Business As (DBA): _						
Billing Address:						
Shipping Address:						
Phone:	Fax:	A/P Contact:	E-mail:			
Type of Business:	Date Business Established: _		State of:			
Form of Ownership: Corpora	ntion Partnership	Proprietorship	LLC	Franchise	Other	
Federal Tax ID #:	Contractor License #: Occupational License #:		onal License #:			
Corporate Officers/Owners/Partners						
Corporate Officers/Owners/Fartners						
Name	Title	Home Address		Social Security #		
Bank References						
Bank Name	City	Telephone #	F	ax # or Email	Account # or Contact	
Trade References						
Company Name	City	Telephone #	F	ax # or Email	Account # or Contact	
•						
•						
Purchase Orders Required: Yes No Credit Limit Requested: \$ Special Instructions/Authorized Purchasers:						

Authorization

- I/We certify that all information provided in this application is true and complete.
- 2. I/We authorize the above named firms and banking institutions to furnish information requested by American Builders Supply ("Seller") to process this application.
- 3. I/We hereby authorize American Builders Supply to investigate the applicant's references and credit and to perform any additional investigation deemed necessary to establish and maintain a direct credit line between the applicant and "Seller."
- 4. I/We agree that neither American Builders Supply nor its employees shall be liable for any claim for damages as a result of obtaining the requested information.
- 5. The undersigned individual(s), who is either a principal or a sole proprietor of the applicant, hereby recognize that his/her personal credit may be a factor in the evaluation and credit limit determination of the applicant.
- 6. I/We hereby consent to and authorize the continual use of applicant's consumer credit report from time to time as may be needed for future credit evaluation purposes.

Credit Agreement

- I/We agree to pay American Builders Supply according to "Seller's" payment terms which are: NET 30 DAYS from Date of Invoice. If not
 paid within 30 days, the account is listed as past due and I/We agree to pay interest on the past due balance at the rate of 1.5% per month (18%
 per annum) or the highest rate allowable by law, whichever is lower, until the account is paid in full.
- 2. I/We agree that the "Seller" lien rights will be exercised in the event of past due or non-payment.
- 3. Should it become necessary to place this account for collection, suit or other legal proceedings, I/We agree to pay all costs and expenses of collection, suit or other legal action, including reasonable attorney's fees and if necessary appellate fees.
- 4. I/We hereby waive any and all privileges and rights which I/We may have under Chapter 47m Florida Statues relating to venue as it now exists or may hereafter be amended and waive the right to trial by Jury, and further, I/We agree that any legal action related to collection of past due accounts may be brought in the appropriate court in Seminole County, Florida.
- 5. Ownership and title to all materials shipped remain the property of the "Seller" until fully paid.

Sales Agreement

Signature:

Print/Type Name: ___

- 1. A restocking charge will be made against this account for any materials not used by customers and picked up for return.
- 2. Applicant agrees upon request to provide American Builders Supply with NTO (Notice of Commencement).
- American Builders Supply reserves the right to accept or reject any order received. All orders are subject to cancellation in the event of strikes, fire, storms or any other causes beyond our control.
- Delivery and passage of title shall occur upon placement of merchandise on jobsite designated by applicant and American Builders Supply shall not be responsible for loss thereafter.
- 5. All claims to shortages or incorrectly shipped materials must be made within one (1) working day from the date of receipt of materials.
- 6. Redelivery is subject to a delivery charge.
- No back charges will be accepted without the "Seller's" consent. Back charges requests must be submitted in writing to American Builders Supply detailing all charges for review.
- 8. Your account will be automatically set up as taxable unless you provide the proper documentation to prove your tax free status. The sales tax is assessed based on the delivery location. In order to be set up tax free, please enclose the appropriate Exemption Certificate, Current Resale Certificate, and/or State Issued Sales Tax Permit. All forms must be completely filled out, signed and dated.

Signature of Authorized Officer:	Date:			
Print/Type Name:	Title:			
Signature of Authorized Officer:	Date:			
Print/Type Name:	Title:			
Personal Guarantee In consideration of "Seller" extending credit to the above applicant and/or for value received, I (we) the undersigned jointly and severally in and individual capacity and not as an agent for the applicant described hereinabove, hereby personally and unconditionally guarantee the payment of any balance that may become due "Seller" including fees and costs elaborated in the terms and conditions hereinabove and hereby incorporate by reference all of the above terms and conditions. I (we) the undersigned hereby specifically agree that "Seller" may initiate a suit against the undersigned without joining or contemporaneously suing the applicant described hereinabove. This is a continuing guarantee unless terminated in writing via certified mail received at the offices of "Seller." It is understood that sale termination shall be prospective in effect only and that this guarantee shall remain in effect with regard to any balances incurred prior to the date of termination.				
Signature:	Date:			
Print/Type Name:	SS#:			

Date:

SS#: