

CONTRACTOR/COMMERCIAL APPLICATION FOR CREDIT AND AGREEMENT FOR CREDIT TERMS



BROTHERS
CONCRETE SUPPLY

Credit Requested: \$

Date	Taken by	Approved by	Date Approved	Salesperson	Credit Limit	Terms	Account #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

☐ Proprietorship
 ☐ Partnership
 ☐ LLC
 ☐ Corporation
 ☐ Other:

All items must be completed to be considered. Signature also required on reverse side

Legal Name of Firm/DBA Name: <input type="text"/>					Phone/Cell: <input type="text"/>	
Billing Address: <input type="text"/>		Street <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip <input type="text"/>	How long: <input type="text"/>
Location if Different: <input type="text"/>		Street <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip <input type="text"/>	How long: <input type="text"/>
Former Address (if less than 2 years): <input type="text"/>		Street <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip <input type="text"/>	Check One: <input type="checkbox"/> Rent <input type="checkbox"/> Own

Name and Title of Owner(s) / Officer(S) , including address and Social Security number

Name: <input type="text"/>	Title: <input type="text"/>	Home Address: <input type="text"/>	City: <input type="text"/>	State: <input type="text"/>	Zip: <input type="text"/>	Phone/Cell: <input type="text"/>	Social Security #: <input type="text"/>
Name: <input type="text"/>	Title: <input type="text"/>	Home Address: <input type="text"/>	City: <input type="text"/>	State: <input type="text"/>	Zip: <input type="text"/>	Phone/Cell: <input type="text"/>	Social Security #: <input type="text"/>
Name: <input type="text"/>	Title: <input type="text"/>	Home Address: <input type="text"/>	City: <input type="text"/>	State: <input type="text"/>	Zip: <input type="text"/>	Phone/Cell: <input type="text"/>	Social Security #: <input type="text"/>
Bank Reference: <input type="text"/>		Address: <input type="text"/>		Checking Acct #: <input type="text"/>			
Bank Reference: <input type="text"/>		Address: <input type="text"/>		Contact Person: <input type="checkbox"/> Mortgage <input type="checkbox"/> Loan			

Current supplier references (at least three) - Please use suppliers you've purchased from in the last two years.

Name: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>
Name: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>
Name: <input type="text"/>	Address: <input type="text"/>	Phone: <input type="text"/>

In consideration of our extending credit to the applicant, the undersigned hereby unconditionally guarantees the timely payment to us of all sums, even if in excess of the applied for or established credit limit now due in which may hereby become due and payable by virtue of our extension of credit to the applicant, including without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from customer and the undersigned and lawful interest on said sums.

I/WE AGREE TO PAY MY/OUR ACCOUNT IN FULL 30 DAYS FROM BILLING DATE. INTEREST WILL BE CHARGED ON 31-DAY DELINQUENT ACCOUNTS AT A RATE OF 1 1/2 % PER MONTH, 18% PER ANNUM WITH A MINIMUM FINANCE CHARGE OF \$1.00 TERMS: 2% NET EOM; INVOICES ARE DUE THE LAST DAY OF THE MONTH FOLLOWING THE DATE OF PURCHASE, YOU MAY TAKE A 2% (PRETAX) EARLY PAYMENT IF PAID IN FULL WITH CASH OR CHECK BY THE 10TH, IF PAID BY CREDIT/ DEBIT CARD WE CANNOT ALLOW THE 25 EARLY PAYMENT DISCOUNT.

I/WE UNDERSTAND AND AGREE TO ADHERE TO CHACE BUILDING SUPPLY TO OBTAIN CREDIT INFORMATION FROM ALL NECESSARY SOURCES FOR AN ACCURATE CREDIT INVESTIGATION OF MY/OUR CREDIT HISTORY. I/WE CERTIFY ALL INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT. PHOTOCOPY/EMAILED APPLICATIONS SHALL BE GIVEN THE SAME EFFECT AS THE ORIGINAL.

Signature: Date:

Print Name:

Contractor License #/State:



In consideration of Brothers Concrete Supply extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally guarantees the timely payment to us of all sums, even if in excess of the applied for or established credit limit now due or which may hereafter become due and payable by virtue of our extension of credit to the applicant, including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and the undersigned, and lawful interest on said sum.

Balance in full is due net 30 days from the date that appears on the statement. Interest rate of 1 1/2 % , 18% per annum, will be applied to all delinquent balances with a \$1.00 minimum finance charge.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on the Customer's account. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer, as well as right of set-off, redemption and counterclaim which may be alleged to exist in favor of Customer.

This agreement is intended to cover a running account by the Customer and will remain in full force and effect until 14 days after withdrawn in writing sent by registered mail, return receipt requested and received at the above address. Such withdrawals shall be effective prospectively only, and this agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from Customer upon his default . The incorporation, merger, reorganization or sale of Customer's business shall not operate as termination of this guarantee. The undersigned hereby agrees to pay all of said sums, together with all legal and other costs including attorney's fees of enforcing the agreement contained herein both as against the Customer and the undersigned.

This agreement is a contract and shall be interpreted under the laws of the appropriate state and shall be effective immediately.
This agreement is binding upon the undersigned, his administrators, executors, heirs and assigns.

PROVISIONS OF APPLICATION

For Consideration for open account terms with Brothers Concrete Supply; Application hereby agrees to all Terms and Conditions as set forth within these Provisions. This application and information contained herein is a request on the part of the Applicant for extension of credit for commercial business use only. The undersigned certifies that he/she is an owner/officer of the Applicant and that the Applicant that he/she represents is doing business as a ☐ Corporation ☐ Partnership or ☐ Sole Proprietorship; if Applicant is a partnership or sole proprietorship, it is a requirement of this Contract that Applicant notify Brothers Concrete Supply in a letter form by certified mail should Applicant incorporate. Any other form of communication will not constitute a valid notification and Applicant by such act waives all rights thereto.

Applicant authorizes Brothers Concrete Supply to obtain written or oral credit reports from any source of its choosing. Applicant authorizes any bank or commercial business with whom Applicant has either current or active experience to give any and all necessary information to Brothers Concrete Supply which will be of assistance to it in conducting the credit investigation. Applicant further authorizes Brothers Concrete Supply to re-investigate Applicant's credit status as it deems necessary to maintain, increase limit, terminate or otherwise modify the Credit Agreement with Applicant. Brothers Concrete Supply reserves the right to terminate, decrease limit or otherwise modify any future extension of credit without notice to Applicant.

In the event that any portion of the Applicant's account becomes delinquent, Brothers Concrete Supply may demand immediate payment in full of the entire unpaid account balance. Also in the event that any portion of the Applicant's account becomes delinquent, Applicant agrees to pay Brothers Concrete Supply late charges up to the maximum amount allowed by law, but not to exceed one and one half (1.5) percent per month of any unpaid balance(s) 30 days or more past due. In the event that the Applicant's account is placed for collection with a collection agency, commercial forwarder, or attorney; Applicant agrees to reimburse, indemnify and pay Brothers Concrete Supply an amount equal to thirty-five (35) percent of the balance placed; over and above said balance.

Applicant hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of all state and federal courts sitting in Cullman County, Alabama and agrees that all summons and other court process issued by said courts may be served upon Applicant, within or outside said courts territorial jurisdiction by mailing the same, by registered or certified mail, or by personal service to Applicant at it's address specified herein; provided that nothing contained herein shall limit Brothers Concrete Supply's right to sue Applicant in any other court having jurisdiction over Applicant or its assets and to serve summons or other court process upon guarantor in any manner permitted by applicable law. Applicant herein agrees that the terms of this provision take precedence over any other contractual agreement.

Applicant waives any right it may have to trial by jury in respect of any litigation based on or arising out of, under or in connection with this Guaranty or any course of conduct, course of dealing or other action by Brothers Concrete Supply in connection herewith or in connection with the obligations.

By signing this contract, Applicant agrees to indemnify and save harmless Brothers Concrete Supply, its Directors, Officers, Employees, Successors and assigns from all claims, damages, demands, suits, liabilities or courses of action of every kind and nature whatsoever that are a result of misuse of or damage to the products purchased from Brothers Concrete Supply by Applicant's employee, agents or customers.

PERSONAL GUARANTEE

As inducement to Brothers Concrete Supply to extend open credit terms to _____ in full of any moneys due to Brothers Concrete Supply by the above named Applicant. In the event that said account is placed for collection with a collection agency, commercial forwarder, or attorney, we the undersigned agree(s) to reimburse, indemnify and pay Brothers Concrete Supply an amount equal to thirty-five (35) percent of the balance placed, over and above said balance. The undersigned herein waives all rights of real and personal property exemptions available under the Laws of the United States and the State of Alabama.

Date

Individually as Guarantor (print name)

Individually as Guarantor (signature)

Date

Individually as Guarantor (signature)

Individually as Guarantor (print name)