



# jim carpenter company

1 Joseph Mill Drive, Fredericksburg, VA 22408  
(800)438-9296 (540)899-0031

## BUSINESS CREDIT APPLICATION

(All Blanks Must be Completed)

Company Name (Full Legal Name) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Business Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ In Business Since \_\_\_\_\_

Business Type (Check One):  Sole Ownership  General Partnership  Limited Partnership

Corporation (State of Incorporation \_\_\_\_\_)  Joint Venture  Other \_\_\_\_\_

Note: If Business is Limited Partnership, Joint Venture of Other, please attach an explanation of Liability and Benefit of each principal.

If Subsidiary: Parent Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### Principals (Owners, Officers, Stockholders and Beneficiaries)

Have you or any member of the company or any company that you/they have been a principal in been sued or filed Bankruptcy?  Yes  No If Yes, please attach an explanation.

1. Name \_\_\_\_\_ SS # \_\_\_\_\_ Position \_\_\_\_\_

Spouse \_\_\_\_\_ SS # \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Name \_\_\_\_\_ SS # \_\_\_\_\_ Position \_\_\_\_\_

Spouse \_\_\_\_\_ SS # \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name \_\_\_\_\_ SS # \_\_\_\_\_ Position \_\_\_\_\_

Spouse \_\_\_\_\_ SS # \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4. Name \_\_\_\_\_ SS # \_\_\_\_\_ Position \_\_\_\_\_

Spouse \_\_\_\_\_ SS # \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Business Credit References

Reference	Phone Number	Yr.	Open	Terms	Balance	High Balance
1. _____	(____) _____ - _____	_____	_____	_____	\$ _____	\$ _____
2. _____	(____) _____ - _____	_____	_____	_____	\$ _____	\$ _____
3. _____	(____) _____ - _____	_____	_____	_____	\$ _____	\$ _____

Contractor's License No. \_\_\_\_\_ Federal ID No. \_\_\_\_\_

If you are requesting a credit limit of \$25,000 or more, please provide a financial statement for your company and for each guarantor.

(over)

**CREDIT APPROVAL:** This account and all purchases made on it are not binding until your credit is approved. This agreement will be considered approved when our credit department gives notice of approval to you.

**TERMS:** Our regular billing date is the 25<sup>th</sup> of each month with the entire outstanding balance due and payable by the 10<sup>th</sup> of the following month. IF PAYMENT IS NOT RECEIVED BY THE 10<sup>TH</sup> OF THE MONTH FOLLOWING THE CHARGE THE ACCOUNT IS PAST DUE.

**FINANCE CHARGE:** If a finance charge is due us, you shall pay a FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE: 18%) on the balance of your account during the billing period as described below. A minimum monthly FINANCE CHARGE of 50 CENTS will be charged any month in which the account balance is less than \$33.00 WHEN FINANCE CHARGES ARE IMPOSED. Finance charges will be imposed on purchases made on this account by applying the periodic rate shown above to the previous balance on the statement reduced by all payments and/or credits received during the month. Payments, credits or charges, received after the 25th day of the month, which is the closing date of your statement, will appear on your next statement.

**CREDIT REPORTING:** You authorize the seller to gather credit information on your company and the guarantors from any source that the seller believes is appropriate. You authorize the seller to furnish credit information on your company and the guarantors to any source that the seller believes is appropriate.

**AMENDMENTS:** You agree that the seller may change the finance charge rate and other terms of this agreement so long as you are given written notice. You agree that the seller may change the credit limit or suspend further charge privileges without notice.

**CANCELLATION:** We and you have the right to cancel this agreement, as it relates to future purchases. Cancellation must be in writing by the same person who opened the account or any appropriate officer of the Corporation. If guarantors wish to cancel on future purchases this must be in writing by the guarantor. All notices must be by certified mail.

**DELIVERY ACCEPTANCE OF TERMS:** Title to the materials shall pass from The Seller to Buyer upon delivery thereof to Buyer, or its agent and thereafter shall be Buyer's risk. Delivery shall constitute acceptance unless Buyer within five days thereafter notifies Seller of any nonconformance with the terms and conditions of this order. Delivery of the materials herein shall constitute acceptance by Buyer of the terms and conditions of this order whether or not any written acknowledgment hereof shall be executed by Buyer. Title to materials and risk for loss of, or damages to, shall pass from Seller to purchaser upon delivery to job site or designated area specified by purchaser. Deliveries are authorized to be made without signature to job site or area designated by purchaser.

**RETURNS:** You agree that on special order goods or merchandise that if you do not

provide the seller with a written description of the goods or merchandise that you will accept the goods or merchandise as is and that acceptance cannot be refused by you for reasons other than damage. You agree that special orders cannot be returned. You agree that stock goods or merchandise may not be returned unless approved by a manager in writing.

**DISPUTE:** You agree that all invoices/charges/deliveries shall be considered correct unless any discrepancies are brought to the sellers attention by certified mail not later than the 25<sup>th</sup> of the month following billing to you.

**TAX EXEMPT STATUS:** If I or this organization give the seller a tax exempt form, I(we) agree to repay the seller any taxes that we may have unlawfully or mistakenly taken as an exemption.

**IRREGULAR PAYMENTS:** You agree that if you mark a check or other negotiable instrument as paid in full or with similar language, that unless the check or negotiable instrument matches the amount billed to you that the check or negotiable instrument language regarding payment in full is not valid, and that the seller may negotiate the instrument without effecting the unpaid amount of your bill.

**FAILURE TO MAKE PROPER PAYMENT:** You agree to pay court cost. You agree to pay attorney fees if your account is sent for collection to an attorney who is not a salaried employee of the seller. You agree that the Seller's attorney may present to the court an estimation of future attorneys fees and that this amount should be accepted by the court and included in its ruling. You agree that if any legal action is brought upon this account that the seller has the option to select the forum for both venue and jurisdiction to hear any disputes concerning this account and or any guaranty agreement signed below. You agree that this legal action may either be brought at the city or county where the seller's store is located at which the goods or merchandise were sold, or at the seller's home office which is located in Martinsville and Henry County, Virginia.

**WARRANTY:** Seller agrees that any merchandise delivered hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose, the remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver by buyer of all claims with respect to such merchandise.

For the Organization

Title

Date

Witness

## ALL Parties sign at the bottom of the page for Personal Guaranty.

### PERSONAL GUARANTY

My liability shall not be affected by the amount of credit extended hereunder, and shall not be reduced by payments to you by the said party from time to time if subsequently you extend additional credit to it, or if said payments are applied to an obligation not guaranteed hereunder. My liability shall not be affected by the taking of a note or any other change in the form of said indebtedness, not by the extension or renewal of any indebtedness or evidence thereof. This guaranty shall not be revoked by my death, and shall continue in full force and effect until such time as you shall receive written notice by certified mail of revocation from me or my executor or administrator, and such revocation shall not in any way relieve me from liability for any indebtedness incurred or for which you are committed prior to the actual receipt by you of said notice. A registry return receipt shall be conclusive evidence of receipt of notice of revocation. This guaranty shall be binding upon myself and upon my heirs, legal representatives, successors and assigns, and shall create a primary liability for any indebtedness from said person or firm or any others who may be liable therefor. If this guaranty is signed by more than one person, or if other separate guaranties are given to you, the liability of each of us shall be separate and independent from the liability of the others and you may enforce such liability in full against any one of us or against all of us, subject only to the limitation that you shall not collect more than the total amount of indebtedness herein guaranteed. This guaranty shall not be abrogated or affected in any manner by any change in the legal form or, or persons having an interest in, the business enterprise conducted by such person or firm. I hereby waive the benefit of all homestead exemption laws or other laws having similar purposes.

In consideration of credit being extended by seller to the applicant for merchandise to be purchased whether such applicant by an individual or individuals, a proprietorship, a partnership, a corporation or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to sell the faithful payment, when due, of all indebtedness, including but not limited to the principal balance owed, interest thereon, Court costs, and attorney's fees, owed by applicant to seller. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by seller extension of time of payments to applicant, acceptance of partial payment or partial compromise all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guaranty. Any revocation of the guaranty shall be in writing by certified mail and delivered to seller at the address on the front of this form to its manager or credit manager. If seller extends credit to another corporation or company in which we or either of us or I am an officer, or in which an interest exists, I/we personally and faithfully guarantee the payment of all credit extended to said corporation or company plus attorney's fees and finance charges. I authorize The Lester Group, Inc., to investigate my credit history under the terms listed above in the paragraph titled "Credit Reporting." I/we agree to comply with all the terms listed on the top half of this page for the organization.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND COMPLETE AND I REALIZE THAT LESTER BUILDING SUPPLY IS RELYING UPON SAID INFORMATION IN EXTENDING CREDIT WITH REGARD TO THIS APPLICATION .

GUARANTOR

ADDRESS

DATE

WITNESS

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\_\_\_\_\_  
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