

**SUNCOAST CONTRACTORS SUPPLY, INC.**

3160 Kutak Rd.  
Ft. Myers, FL 33916  
PH (239) 337-1123 Fax (239) 277-0061

Name \_\_\_\_\_ Salesman \_\_\_\_\_  
Name of Business \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Credit Limit Desired \$ \_\_\_\_\_  
Home Office \_\_\_\_\_ Fax \_\_\_\_\_  
TYPE OF BUSINESS \_\_\_\_\_

<b>COMMERCIAL AND BUILDER CREDIT APPLICATION</b>	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Subsidiary Corp.	<input type="checkbox"/> Government Agency
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other _____
D & B Rating _____	
Current Financial _____	
Statement Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
(If "No" Explain) _____	
How Long In Business? _____ Yrs.	
Purchase Order Req. <input type="checkbox"/> Yes _____	
(Obtain Sample) <input type="checkbox"/> No	
License Type & No _____	

**COMPANY OFFICERS OR PARTNERS**

(NAME)	(TITLE)	(ADDRESS)	Soc. Sec. No.	(PHONE)
(NAME)	(TITLE)	(ADDRESS)	Soc. Sec. No.	(PHONE)
(NAME)	(TITLE)	(ADDRESS)	Soc. Sec. No.	(PHONE)

Email Address(es) \_\_\_\_\_

Name of Officer to Contact \_\_\_\_\_  
For Further Credit Information \_\_\_\_\_  
(NAME) (TITLE) (PHONE)

**BANKING**

- 1. Name \_\_\_\_\_ Address \_\_\_\_\_ ( )Checking  
Account # \_\_\_\_\_ ( )Loans
- 2. Name \_\_\_\_\_ Address \_\_\_\_\_ ( )Checking  
Account # \_\_\_\_\_ ( )Loans

**TRADE REFERENCE**

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

**STATEMENT:** In consideration of credit being extended by Suncoast Contractor's Supply, Inc., \_\_\_\_\_, the undersigned understands (1) that it will be paying A time Price as defined below; (2) that the information contained herein is being relied upon by for extension of credit; (3) that the undersigned authorizes Suncoast Contractor's Supply, Inc. to investigate all information on this application and may utilize credit reporting agencies to gather credit information necessary to determine credit eligibility and hold free from liability all creditors and others who respond to inquiries made by Suncoast Contractors Supply, Inc. (4) that the undersigned agrees to make payments the 10<sup>th</sup> of the month following date of purchase.

**CHARGE SALES:** If seller elects to extend buyer credit, all invoices are due and payable on or before the 10<sup>th</sup> of the month next following the month of purchase. A late payment charge of 1.5% (18% annually) will be added to all past due amounts or balance over 30 days old. In case buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay seller's invoices when due, seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, buyer shall be responsible and obligated to pay all court costs, 20% attorney's fees, and other expenses incurred by the seller in the collection and liquidation of buyer's past due charges.

**MECHANICS' LIENS** – Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanics Lien rights of seller to the property to be improved. No waivers of Lien for materials shall be required by seller, until the same have been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Mechanics' Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by seller's Mechanics' Lien rights in the event of default by the buyer to pay according to the terms stated in Paragraph 2 hereof.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**DELIVERIES AND PURCHASES:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle.

**MATERIALS RETURNED:** Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized return in good condition is credited at invoice price less 15% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. A purchase receipt must accompany all returns for credit.

**GUARANTEES AND WARRANTIES:** SELLER GUARANTEES AND WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HERE UNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSE FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARENTEE MUST BE IN WRITING AND RECEIVED BY SELLER WITHIN ONE-YEAR FROM THE DATE OF DELIVERY TO THE BUYER IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER, AT ITS SOLE OPTION TO (1) REFURNISHING THE MATERIAL AS SUPPLIED WHICH HAS BEEN FOUND IN BREACH OF THIS UPON THEIR RETURN TO SELLER. SLLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS GUARENTEE.

**PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.**

**GUARANTY AGREEMENT**

In consideration of the extension of credit granted by Suncoast Contractor's Supply, Inc., \_\_\_\_\_, the undersigned does hereby unconditionally guaranty payment of whatever amount the Credit applicant, named on the reverse side hereof, shall at anytime be owing to on account of goods materials and services hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of bills, notes, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such, or renewals or extensions granted by the Companies, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by the Companies in collection of any amounts owed by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Suncoast Contractors Supply, Inc. All diligence in collection or protection and all presentment, demand, protest, and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all enforcing this guaranty agreement.

The liability of the undersigned Guarantor(s) shall be joint and several. This guaranty agreement shall be due upon demand by Date Payment from the guarantor of monies due and owing as a result of

APPLICANT:

BY: \_\_\_\_\_  
Individually and as Principal

DATE: \_\_\_\_\_

Credit Limit \$ \_\_\_\_\_

Approved By: \_\_\_\_\_