

SunCoast Contractors Supply



www.suncoastsupply.net

Account No. _____ Sales Rep _____

APPLICATION FOR CREDIT AGREEMENT

Confidential Credit Information

Phone: (239) 337-1123 Fax: (239) 277-0061 E-mail: credit@suncoastsupply.net

In order to process your request, this Application for Credit Agreement must be signed. Please attach a company credit profile, if available, and email the completed Application to credit@suncoastsupply.net

A. APPLICANT (Business Name or Name of Individual if Sole Proprietor)

Name:			Phone:
Street Address:			Fax:
City:	State:	Zip:	Mobile:
Email:			

B. PRINCIPAL/OFFICERS

Title	Name	City & State	Social Security #	Birth Date	Phone	Insolvency*

* List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership, or business

C. BILLING INFORMATION

All invoices and statements will be sent to the following email unless otherwise requested:	Are job names required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address (Required):	Are Purchase Orders Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No
Sales Tax Exemption #: _____ State: _____	
Other Billing Instructions:	Federal Tax ID# / Employer ID#:

D. ABOUT YOUR COMPANY (Attach Financial Statements for the Last Two Years)

Type of Entity: Corporation LLC Partnership Sole Proprietor

Estimate of monthly purchases with Suncoast Contractors Supply, Inc.: \$ _____

Date Business Started:	Number of Employees:	Date of Incorporation:	State of Incorporation:	
Type of License Held	State	Name of Holder	Number	Expiration Date

E. REFERENCES

Type	Name	City & State	Phone	Fax	Account #
Bank					
Supplier					
Supplier					
Supplier					

TERMS AND CONDITIONS OF SALE

- ENTIRE AGREEMENT:** This Credit Agreement ("Agreement") is between SunCoast Contractors Supply, Inc. and its successors and assigns (collectively "Seller") and the Applicant named in Section A above. This Agreement, along with the terms and conditions on Seller's quotation, invoice, or delivery ticket, which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. If the TERMS conflict with provisions of any other existing or future contract between Seller and Applicant (including Applicant's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Applicant grants Seller the exclusive right to select the forum for any disputes.
- PAYMENT:** Applicant agrees to pay for material and services ("Products") Net 10th Prox, unless on the invoices states otherwise. Applicant must notify Seller of billing errors or adjustments in writing within thirty (30) days from the invoice date. Claims not received in writing within the time specified are waived by Applicant. If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Applicant. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections, including reasonable attorney fees. In jurisdictions where a stated rate is required, reasonable attorney fees will be 20% of the outstanding balance.
- DELIVERIES AND PURCHASES:** Applicant authorizes purchases and deliveries to be made without signature. Applicant 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 Applicant thereafter and all risks of loss shall be transferred to Applicant. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Applicant's vehicle, even if Seller loads or helps load materials in or upon Applicant's vehicle. Applicant 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 Applicant's vehicle.

4. MATERIALS RETURNED: Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. Authorized returns in good condition are 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.
5. MECHANIC'S LIENS: Applicant represents to Seller that Applicant has not done and will not do, either directly or indirectly, anything whatsoever that has, or will have, the effect of releasing, waiving, or surrendering the Mechanic's Lien rights of Seller to the property to be improved. No waivers of Lien for materials shall be required of Seller, until the same have been fully paid for. Upon demand by Seller, Applicant shall be obligated to immediately furnish Seller with all necessary legal descriptions and all other relevant information necessary for Seller to perfect a Mechanic's Lien. Applicant agrees to pay for all court costs, recording fees, reasonable attorney fees, and other expenses incurred by Seller when enforcing its Mechanics' Lien rights in the event of default by the Applicant to pay according to the TERMS.
6. GUARANTEES AND WARRANTIES: SELLER GUARANTEES AND WARRANTS TO APPLICANT THAT ALL GOODS AND MATERIALS SOLD HEREUNDER 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, THAT EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARANTEE MUST BE IN WRITING AND RECEIVED BY SELLER WITHIN ONE YEAR FROM THE DATE OF DELIVERY TO THE APPLICANT IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER, AT ITS SOLE OPTION TO REFURNISHING THE MATERIAL AS SUPPLIED THAT HAS BEEN FOUND IN BREACH OF THIS WARRANTY UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS GUARANTEE.
7. TRUST: Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.
8. CERTIFICATION: The Applicant certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) the undersigned is authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness, and Seller agrees that this Agreement and Applicant's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) Applicant has read, understood, and agreed to all of the TERMS, and agrees to notify Seller, in writing via certified mail, of any material change in name, ownership, location, or corporate status within five (5) days of such change. If Applicant is a partnership or sole proprietorship, then Seller is authorized to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.
9. PERSONAL GUARANTY: As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not to exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Authorized Representative & Guarantor 1 (Signature)	Printed Name & Title	Witness	Date
Guarantor 2 (Signature)	Printed Name & Title	Witness	Date

Credit Limit: _____ Approved By: _____ Date: _____

Notes: _____