



BUILDERS SUPPLY

*"The Material Difference"*TM

490 E Sunny Dunes Rd • Palm Springs • CA • 92264
Phone 760-323-1926 • Fax 760-320-8408

FOR OFFICE USE ONLY

Date _____

Credit Request \$ _____

Salesperson _____

Price Level _____

CONFIDENTIAL CREDIT APPLICATION

(Please Print)

Individual or Company Name _____

Mailing Address _____
Street # or PO Box City State/Zip

Phone () _____ Fax () _____ Cell () _____

Form of Organization: Corporation Partnership Individual LLC

Resale: Yes No Resale # _____ (If yes, must include Resale Certificate)

Type of Business _____ Contractor License # _____ # of Employees _____

How Many Years in Business _____ How Long at Present Location _____

As applicable, list name(s) and address (s) of Corporate Officers, Partners, Members and Owners:

Name _____ Title _____ SS # _____ Spouse _____

Home Address _____ Phone () _____
No. & Street City State/Zip

Name _____ Title _____ SS # _____ Spouse _____

Home Address _____ Phone () _____
No. & Street City State/Zip

Purchase Order Required? _____ Billing Contact _____ Title _____

Billing Contact Phone () _____ Fax () _____ E-mail _____

Who is authorized to sign for an order, receive materials and/or change quality and/or quantity of an order?

Name (Please print)

Name (Please print)

Credit/Trade References:

Acct # _____ Phone _____ Fax _____

Acct # _____ Phone _____ Fax _____

Acct # _____ Phone _____ Fax _____

The undersigned promises to pay this account in full by the 10th of the month following purchase. If, however, this account is not paid as agreed, the undersigned agrees to pay, in addition to the principal amount owed, interest on the outstanding principal balance at the rate of one and one-half percent per month, compounded annually or the maximum amount permitted under the laws of the State of California, together with all costs of collection. Minimum Finance Charge is \$1. Accounts not paid in full by the 25th day of the month following purchase are past due.

The customer agrees to and shall provide Builders Supply with the name of the property owner and the legal description of the property to which the materials are to be delivered.

The undersigned will inform Builders Supply within five days of any change of ownership. The pleading of any statute of limitations as a defense to any and all obligations under the agreement is hereby waived to the extent permitted by law.

In the event Builders Supply makes a delivery of materials to a site designated by customer and no one is present at said site to accept delivery thereof, customer agrees that the agent, representative or employee delivering the same, may initial the delivery invoice to evidence delivery and customer thereby acknowledges receipt thereof.

If there is any dispute between the parties concerning this contract or the performance thereof, the parties agree to submit the dispute to binding arbitration with a mutually agreed arbitrator or the American Arbitration Association. The arbitration must be completed within ninety days from the date of the arbitration demand by either party. Once a party commences arbitration, the arbitrator or the American Arbitration Assoc shall inform the other party of the arbitration, giving the other party an opportunity to respond pursuant to the American Arbitration Assoc rules. If the other party fails to respond, the American Arbitration Assoc shall consider that party to be in default and shall immediately set an arbitration proceeding so that the party initiating the arbitration can prove up damages. The party failing to respond (the defaulted party) may not participate in the hearing. If either party fails to contribute its share of fees demanded by the arbitrator or the American Arbitration Assoc, the party failing to contribute said fees shall be immediately defaulted. The defaulting party shall not be entitled to attend the arbitration hearing and said arbitration hearing shall proceed pursuant to a normal default prove up. Any arbitration shall be held at Palm Desert, CA with an arbitrator who is an attorney or retired judge residing in the Coachella Valley.

THE UNDERSIGNED HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT OR INQUIRY OF ANY PERSON, CORPORATION OR BUSINESS OF ANY KIND REGARDING CREDIT STANDING OF APPLICANT AND ITS LISTED OWNERS, OFFICERS OR MANAGERS AND ANY OTHER FINANCIAL INFORMATION. THIS AUTHORIZATION IS IN NO WAY LIMITED TO, OR BY, THE TRADE REFERENCES PROVIDED ON THIS APPLICATION. THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS BUILDERS SUPPLY FROM ANY AND ALL LIABILITY CONNECTED WITH SUCH CONTACT OR INQUIRY.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS CREDIT APPLICATION AND ACKNOWLEDGES THAT THE ACCURACY OF THE INFORMATION PROVIDED HEREON IS THE BASIS FOR THE EXTENSION OF CREDIT.

Signature

Date

Print Name

PERSONAL GUARANTEE OF CORPORATE OBLIGATION

The undersigned, for and in consideration of the extension of credit by Builders Supply to the corporation herein named, its successors or assigns, does hereby acknowledge having read the terms and conditions hereon provided for, personally guarantees to Builders Supply full payment of the outstanding obligation of the corporation in the event the corporation should default in any payment or obligation owing to Builders Supply arising out to the terms or conditions of the extension of credit by Builders Supply to the corporation. The undersigned acknowledges that they will be personally responsible for payment of the obligation owed to Builders Supply in the event of the default by the corporation, including principal, interest, costs and attorney's fees incurred. The undersigned further acknowledges that but for the execution of this personal guarantee guaranteeing the indebtedness of the corporation to Builders Supply, Builders Supply would not extend credit to the corporation. The undersigned acknowledges that this guarantee shall be continuing and irrevocable while there remains any unpaid balance due on the account of the corporation. The undersigned waives any notice of default in the payment of the obligation owed to Builders Supply and consents to any modification or renewal or extension or the credit agreement herein entered into with the corporation, for which they are acting as personal guarantor. Guarantor waives its right to require Builders Supply to first proceed against the principal debtor.

If there is any dispute between the parties concerning this contract or the performance thereof, the parties agree to submit the dispute to binding arbitration with a mutually agreed arbitrator or the American Arbitration Association. The arbitration must be completed within ninety days from the date of the arbitration demand by either party. Once a party commences arbitration, the arbitrator or the American Arbitration Assoc shall inform the other party of the arbitration, giving the other party an opportunity to respond pursuant to the American Arbitration Assoc rules. If the other party fails to respond, the American Arbitration Assoc shall consider that party to be in default and shall immediately set an arbitration proceeding so that the party initiating the arbitration can prove up damages. The party failing to respond (the defaulted party) may not participate in the hearing. If either party fails to contribute its share of fees demanded by the arbitrator or the American Arbitration Assoc, the party failing to contribute said fees shall be immediately defaulted. The defaulting party shall not be entitled to attend the arbitration hearing and said arbitration hearing shall proceed pursuant to a normal default prove up. Any arbitration shall be held at Palm Desert, CA with an arbitrator who is an attorney or retired judge residing in the Coachella Valley.

For value received, each and every party who signs this agreement or becomes liable either now or hereafter, for the payment of this agreement, severally waives presentment, demand, protest, or no notice of non-payment hereof, and binds himself hereon as the principal and not as surety and agrees to remain bound hereon not withstanding any extension that may be made to any party liable hereon. Venue of any suit or action to enforce and term or condition of this contract shall be in Riverside County, California.

Signature (signed without title)

Date

Print Name



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BANKING INFORMATION RELEASE FORM

To Whom It May Concern:

Your Name of Name of Company, Corporation, LLC or Partnership, if applicable

grants permission to the below named bank to furnish Builders Supply the credit information necessary to assist them in establishing a credit account. It is understood that this information is necessary due to the Privacy Act passed by Congress. It is also understood that any information given to Builders Supply will be kept in complete confidence.

Signature: Date:

Company: Witness:

BANKING INFORMATION REQUEST

Name of Bank: Account #

Bank Address:

Contact:

Fax:

Phone:

(Below to be completed by the bank of which we will obtain)

Average Balance: \$

Date Account Opened:

Authorized Agent:

Date Sent:

Date Returned:

Please fax back to: (760) 320-8408

Thank you,
Christa Rohde
Credit Manager