

*\* Application must be completed in full and signed by Corporate Officers, Partners, or Sole Proprietor*

**A. APPLICANT INFORMATION**

Sales ID: \_\_\_\_\_ Branch #: \_\_\_\_\_

Full Legal Business Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_ Contractor / Business LLC#: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Tax Pay ID No.: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Estimated Monthly Purchases? \$ \_\_\_\_\_

**Taxable? ( ) Yes ( ) No IF NO, attach copy of Tax Exemption or Resale Certificate**

**B. BUSINESS INFORMATION**

Proprietorship Owner \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Address: \_\_\_\_\_  Own  Rent Home # \_\_\_\_\_

Partnership Partner \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Address: \_\_\_\_\_  Own  Rent Home # \_\_\_\_\_

LLP Partner \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Address: \_\_\_\_\_  Own  Rent Home # \_\_\_\_\_

Corporation Pres./Member \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Address: \_\_\_\_\_  Own  Rent Home # \_\_\_\_\_

LLC V-P Member \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Address: \_\_\_\_\_  Own  Rent Home # \_\_\_\_\_

Sec/Member \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Treas/Member \_\_\_\_\_ Driver's Lic.# \_\_\_\_\_ SS# \_\_\_\_\_

Previously filed Bankruptcy?  Yes  No If yes, was it Corporate? \_\_\_\_\_ Personal? \_\_\_\_\_ Date Filed: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ PO Required? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

Name of Person to Contact in case of an Emergency: \_\_\_\_\_ PH: \_\_\_\_\_

Authorized Buyers: \_\_\_\_\_

**C. COMMERCIAL TRADE REFERENCES**

	<u>Name</u>	<u>City and State</u>	<u>Telephone #</u>	<u>Account Number</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____



**D. FINANCIAL REFERENCES**

**Checking Accounts:**

Name on Account: \_\_\_\_\_

Account No. \_\_\_\_\_ Bank: \_\_\_\_\_ Address: \_\_\_\_\_  Bus.  Personal

Account No. \_\_\_\_\_ Bank: \_\_\_\_\_ Address: \_\_\_\_\_  Bus.  Personal

Account No. \_\_\_\_\_ Bank: \_\_\_\_\_ Address: \_\_\_\_\_  Bus.  Personal

**Loans:**

Name on Account: \_\_\_\_\_

Account No. \_\_\_\_\_ Bank: \_\_\_\_\_ Address: \_\_\_\_\_ Balance: \_\_\_\_\_

**Builder Information:**

Name of **Title Company:** \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of **Interim Lender:** \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of **Interim Lender:** \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

I/We authorize the above listed trade and financial references to release upon verbal, electronic or written request by Best Distributing Company such information requested relative to open accounts, notes, mortgages, construction loans and average deposit balances, etc. pertinent to the granting of credit to the applicant.

It is understood that such information is the sole purpose as stated above and will be held in strictest confidence.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Company Name

\_\_\_\_\_

Exact name (as it appears on the account)

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

Signature (authorized signer on bank account)

\_\_\_\_\_

Title

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**Best Distributing Company**

PO Box 128, 1504 HWY 117 Bypass North, Goldsboro, NC 27533 • Phone: (919) 735-1651 • Fax (919) 739-8090

**SEE PAGE 3 FOR TERMS AND CONDITIONS**



# BUSINESS CREDIT AGREEMENT

1. It is agreed that the Applicant (including all subsidiaries, divisions and affiliates of) will pay all invoices and billing statements within the terms and conditions of all invoices supplied, with or without Applicant's signature, by any affiliate or subsidiary of Beacon Sales Acquisition, Inc. (hereinafter referred to as "Creditor"). Fax or photocopies may be deemed to be the equivalent of originals, including signatures. In the event such payment is not timely made, Applicant (including all subsidiaries, divisions and affiliates of) agrees to pay on all delinquent invoices interest at the rate set forth in the various invoices or the greatest percentage allowable under applicable law, whichever is less, together with court costs, fees to file liens or secure bonds, and reasonable and necessary attorney's fees, costs and expenses and/or costs of collection which Creditor may incur in enforcing the terms and conditions of this agreement all without relief from valuation and appraisal laws. If legal action becomes necessary, the Applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, effect and all other respects by the laws in the state where the application was accepted. Further, the Applicant also expressly consents to venue in any county where any affiliate or subsidiary of Creditor conducts business including, but not limited to, any county that any affiliate or subsidiary of Creditor has a branch office and Applicant waives venue rights it otherwise may have as fully as allowed by applicable laws.
2. Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Creditor.
3. Applicant and all Guarantors authorize Creditor to investigate Applicant's and all Guarantor's credit standing, financial circumstances and responsibility and authority and instructs all persons having information concerning Applicant's and Guarantor's credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys or employees. The undersigned individual who is either a principal of the Applicant or a sole proprietorship of the Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named Creditor, from time to time as may be needed, in the credit evaluation process.
4. Applicant and all signers hereof, including guarantors, understand that Creditor may extend credit under this application and agreement in reliance upon representations herein regarding the ownership structure of the Applicant. Any change of ownership structure of the enterprise identified herein as "Applicant" shall not relieve any person or entity lawfully answerable for the debts of the Applicant, including the guarantors, of any obligation to Creditor hereunder or arising here from, unless and until Creditor receives written notice of such change by certified mail, return receipt requested, at Creditor's principal business address. Payment of any invoice by check or other means which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, any rights arising against any other person or entity because of the change in ownership or ownership structure.

The Applicant understands that all merchandise purchases from creditor is subject to all terms and conditions contained in this Credit Application and Agreement and all other terms and conditions contained on any of Creditor's invoices. In the event of a conflict between any provision of the Agreement and the invoice, the invoice shall control.

**The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

Full Legal Name of Company (applicant): \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Printed

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE**



# UNCONDITIONAL GUARANTY

In consideration of the extension of credit to Applicant by any affiliate or subsidiary of Beacon Sales Acquisition, Inc. (hereinafter "Creditor"), the undersigned, jointly and severally (if applicable), guarantee the full and prompt payment when due, whether by acceleration or otherwise of all past, present and future indebtedness, and all other obligations and liabilities of the Applicant to the Creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest and attorney's fees ("Obligations").

The undersigned waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protests and dishonor of any of the Obligations by Applicant. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning Obligations or change of the rate of interest there from and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligations. The undersigned acknowledges, understands and agrees that Creditor may enforce this guaranty without the necessity of providing notice that Creditor has accepted the undersigned's undertakings hereunder.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against Applicant that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of the Creditor against the Applicant or any security which creditor now has or hereafter acquires, whether or not such claims, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing and unconditional guaranty and shall ensure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail return receipt requested. Termination of guaranty by the undersigned shall not affect any of the guarantors' obligations hereunder with respect to indebtedness incurred up to the termination.

No delay on the part of the Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portion of this guaranty. This guaranty shall ensure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs and beneficiaries of the undersigned.

**I/we the undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

IN WITNESS WHEREOF, this document is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_  
Guarantor Name (no titles) Printed

\_\_\_\_\_  
Guarantor Name (no titles) Printed

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN#

***The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.***

