



# MYRTLE BEACH BUILDING SUPPLY

## Commercial and Builder Credit Application

Name of Business \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Estimated Monthly Payment \_\_\_\_\_  
Home Office \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Fed I.D. Tax No. \_\_\_\_\_

☐ Corporation ☐ Partnership  
☐ Subsidiary Corp. ☐ Governmental Agency  
☐ Joint Venture ☐ Other \_\_\_\_\_  
D&B Rating \_\_\_\_\_  
Current Financial Statement Attached  
(if no, explain) ☐ Yes ☐ No  
How long in Business? \_\_\_\_\_ yrs.  
Purchase Order Required? ☐ Yes ☐ No  
(if yes, provide copy) ☐ No  
Salesperson \_\_\_\_\_

### COMPANY OWNERS OR PRINCIPAL OFFICERS

Name	Title	Social Security No.	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If Subsidiary, Name of Parent Co. \_\_\_\_\_

Address \_\_\_\_\_

Name of Officer to Contact for Further Information: \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

### BANKING

1. Name \_\_\_\_\_ Address \_\_\_\_\_ ( ) Checking  
Name of Officer or Manager Handling Account \_\_\_\_\_ ( ) Loans  
2. Name \_\_\_\_\_ Address \_\_\_\_\_ ( ) Checking  
Name of Officer or Manager Handling Account \_\_\_\_\_ ( ) Loans

### TRADE REFERENCE

Name \_\_\_\_\_ Account No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Name \_\_\_\_\_ Account No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Name \_\_\_\_\_ Account No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

### TERMS AND CONDITIONS OF SALE

STATEMENT: In consideration of credit being extended by Myrtle Beach Building Supply (Seller), 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 Seller for the extension of credit; (3) that the information stated above by the undersigned is true and correct; (4) that the undersigned agrees to make payment the 10th of the month following the date of purchase; (5) by my signature on the reverse side, I authorize Myrtle Beach Building Supply to obtain a consumer credit report and/or background on me.

CHARGE SALES: If seller elects to extend buyer credit, purchase of materials by buyer from seller shall constitute acceptance of seller as credit terms as set forth herein. Seller's regular billing date is the 25th day of each month ("Billing Date"), with the entire balance of buyers account due and payable by the 10th of the following month. No finance charge will be imposed on buyer's account if the account is paid in full by the 10th of the month following the billing date. If buyer's account is not paid in full by the 10th of the month following the billing date, the account shall be past due and a (Finance Charge) will be assessed thereon in the amount of 2% (24% annual percentage rate) calculated the 25th day of each month on the balance of buyer's account as of the 25th day of the previous month less payments and credits such balance until payment is made in full. In case buyer becomes, or is insolvent, bankrupt or any proceeding materially affecting his business 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, attorney 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 see 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 to seller, buyer shall be improved. No Waivers of Lien for materials shall be required of seller until the same shall 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 expenses incurred by seller in securing seller's Mechanics' Lien rights in the event of default by the buyer to pay according to the terms stated in Paragraph 2 hereof.

**DELIVERY AND PURCHASES:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site receipt for all materials. In case of agent's absence, seller may, at it's 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 the 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 right, in connection with losses or liabilities that may arise out of loading in or upon buyer's vehicle.

**MATERIALS RETURNED:** Unless due to seller's error, no materials are to be returned or credit allowed without sellers prior authorization. Authorized return in good condition are credited at invoice price less 15% to cover handling and service charges and expenses. Special ordered, nonstock merchandise may not be returned. All returns must be accompanied by a purchase receipt.

**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 PURPOSES FOR WHICH THEY ORDINARILY ARE USED AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER INVOICE DESCRIPTION. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARANTEE MUST BE IN WRITING AND RECEIVED BY THE 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 MATERIAL AS SUPPLIED WHICH HAS BEEN FOUND IN BREACH OF THIS GUARANTEE, OR (2) REFUNDING THE PURCHASE PRICE PAID FOR SAID MATERIALS OR GOODS UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND AFFORDED BY THIS GUARANTEE.

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 Myrtle Beach Building Supply (seller) the undersigned does hereby unconditionally guaranty payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to an account of goods and materials hereafter delivered, furnished or supplied whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty obtaining my 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 my indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses including court cost, attorneys' fees paid or incurred by the Companies in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be continuing, absolute and unconditional guaranty and shall be enforceable by seller.

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 extensions at credit and indulgence hereunder, are expressly waived.

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

Seller is authorized to investigate buyer's credit record and report to proper persons and bureaus buyer's performance of this agreement.

This initial line of credit is for Myrtle Beach Building Supply's review and does not limit the liability of buyer to seller. Buyer agrees to guaranty whatever amount shall any time be owing on account of the seller.

#### APPLICANT

Date \_\_\_\_\_

Insert name of business or corporation

BY: \_\_\_\_\_

Signature and title

\_\_\_\_\_  
Witness Print Name and Sign Above

\_\_\_\_\_  
Guarantor (Sign Individually)

\_\_\_\_\_  
Witness Print Name and Sign Above

\_\_\_\_\_  
Guarantor (Sign Individually)

\_\_\_\_\_  
Witness Print Name and Sign Above

\_\_\_\_\_  
Guarantor (Sign Individually)