

**Coleman Masonry Supply, Inc.**

Hereinafter referred to as "CMS"

**COMMERCIAL CREDIT APPLICATION**

(Please fill out completely - type or print legibly - return to CMS by mail or in person)

This Credit Application and Agreement (herein referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between "CMS" and the following applicant (herein referred to as "PURCHASER")

TYPE OF ACCOUNT: **BUILDING MATERIALS**

Company Name	Telephone Number	Fax Number
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Mailing Address	City	State	Zip Code
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Full Street Address (If different than mailing address)

Email Address for Invoices and Statements

Authorized Purchasers	Amount of Credit Requested
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How Long in Business?	Federal Tax I. D. No.	Contractor License No.	Limitations
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Type of Company or Organization (Please check appropriate boxes):

- ( ) Commercial Builder      ( ) Personal Home Construction      ( ) Mason Contractor      ( ) Partnership  
 ( ) Residential Builder      ( ) Government or Municipality - List Dept. Superior Below      ( ) Other  
 ( ) Limited Partnership - Indicate the extent of each Partner's liability below      ( ) Sole Proprietorship  
 ( ) Corporation

\_\_\_\_\_  
 State of Incorporation

\_\_\_\_\_  
 Name and Address of Registered Agent

\_\_\_\_\_  
 List all other names in which conducting business

\_\_\_\_\_  
 Previous Business Name and Address

**Owners' Names and Addresses:**

1. _____ Name	Position/Title	Soc. Sec. No.	Date of Birth
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Residential Address	Telephone Number	Cell Phone Number
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2. _____ Name	Position/Title	Soc. Sec. No.	Date of Birth
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Residential Address	Telephone Number	Cell Phone Number
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(Please place additional information on back of sheet)

**CREDIT INFORMATION**

List at least three credit references (currently extending credit to you):

1. \_\_\_\_\_  
 Name Contact Telephone Number

Address \_\_\_\_\_

Type of Credit/Loan Approx. Balance

2. \_\_\_\_\_  
 Name Contact Telephone Number

Address \_\_\_\_\_

Type of Credit/Loan Approx. Balance

3. \_\_\_\_\_  
 Name Contact Telephone Number

Address \_\_\_\_\_

Type of Credit/Loan Approx. Balance

**Bank** Name and Address Account No.

**Bank** Name and Address Account No.

Has applicant ever filed for **bankruptcy** or been a party to a **lawsuit**? \_\_\_\_\_

PLEASE MAIL OR DELIVER THE COMPLETED APPLICATION TO THE CMS OFFICE WITH WHICH YOU WISH TO HAVE AN ACCOUNT.  
 FAXED COPIES WILL BE ACCEPTED FOR CREDIT APPROVAL PURPOSES ONLY; HOWEVER, CREDIT WILL **NOT** BE EXTENDED UNTIL THE  
 ORIGINAL COMPLETED AND SIGNED CREDIT APPLICATION IS RECEIVED.

COLEMAN MASONRY SUPPLY, INC  
 3520 Hwy 74 East  
 Wingate, NC 28174

**704-233-1714 Fax**

Purchaser hereby applies for credit with CMS and understands and agrees that this Agreement does not become effective unless and until CMS approves this Credit Application, which is incorporated into, and becomes part of, the Agreement. Purchaser further understands that nothing herein obligates CMS to approve this Credit Application, and that if the Credit Application is approved CMS has the right not to extend credit to Purchaser at any time, particularly if the account is not paid in full each month.

Purchaser hereby authorizes CMS at any time to make or have made whatever credit investigation it feels is proper to evaluate the credit and personal or financial standing of Purchaser, including but not limited to contacting credit references, and obtaining credit information from credit bureaus or credit reporting agencies. Purchaser also authorizes CMS to share its credit experience with credit bureaus, credit reporting agencies, creditors and others.

Purchaser certifies and declares that all the information in this Credit Application is correct to the best of his/her knowledge. By signing below, the undersigned states that he/she has received a copy of this Agreement and agrees to all terms and conditions contained herein.

Purchaser hereby agrees and promises to pay CMS for all services and materials purchased from CMS, now or in the future, on this account. Purchaser understands that payments are due in full within thirty (30) days of the date of CMS's invoice. Should payments not be made within thirty (30) days, the account will be considered past due and in default, and shall accrue finance charges of 18% per annum from the first day the account is past due, until payment is made in full. Purchaser agrees to pay these finance charges. Purchaser also agrees to pay CMS's reasonable attorneys fees up to 15% of the outstanding balance due on the account in the event that it is necessary for CMS to engage an attorney or attorneys in the collection of sums owed by Purchaser. Each of the undersigned agrees to pay court costs and all other costs of collection allowed by law.

If it is necessary for CMS to commence proceedings to collect any amounts Purchaser owes under this Agreement, Purchaser consents to be subject to the jurisdiction of the courts of the State of North Carolina, and further agrees to venue being situated in Henderson County, or any other county in which venue would be proper.

This Agreement is governed by law of the State of North Carolina. Any modifications to this Agreement must be in writing and signed by both parties.

This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Purchaser (Print Company Name)

\_\_\_\_\_  
By: Name and Title

\_\_\_\_\_  
(Signature)

**PERSONAL GUARANTY**

To induce CMS to extend credit to \_\_\_\_\_ (Purchaser), the undersigned individual or individuals each hereby contract and guarantee payment of any indebtedness, presently existing or hereafter arising of Purchaser to CMS, when due, including finance charges which accrue at the rate of 18% per annum. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to Purchaser, presentment, and demand for payment on Purchaser, protest and notice to undersigned guarantor or guarantors of dishonor or default by Purchaser or extension of time of payment to Purchaser, acceptance of partial payment or partial compromise, demand for payment under this guaranty, or any other notice to which the undersigned guarantor or guarantors might otherwise be entitled. With or without notice to the undersigned, and without affecting the liability of the undersigned, CMS may alter, compromise, accelerate, extend or change the time or a manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more of the undersigned guarantors.

This is a continuing guaranty and shall remain in full force until the undersigned delivers to CMS a written notice revoking such guaranty. Such revocation shall not affect any of the undersigned's obligations hereunder with respect to indebtedness theretofore incurred by the Purchaser.

In the event his account is placed in the hands of an attorney for collection, the undersigned each agree and promise to pay CMS's reasonable attorneys' fees up to 15% of the outstanding balance due on the account. The maximum liability of the undersigned on this guaranty shall not exceed the amount of credit extended, together with finance charges of 18% per annum, legal fees (if placed for collection), court costs and all other costs of collection allowed by law which each of the undersigned agrees to pay.

If it is necessary for CMS to commence proceedings to collect any amounts the undersigned guarantor or guarantors owe under this Agreement, each of the guarantors consents to be subject to the jurisdiction of the courts of the State of North Carolina and further agrees to venue being situation in Henderson County, in addition to any other county in which venue would be proper.

This Agreement is governed by law of the State of North Carolina. This guaranty constitutes the entire agreement and may only be altered by written agreement signed by CMS.

FEDERAL TRADE COMMISSION NOTICE REGARDING PERSONAL GUARANTY

Notice: You are being asked to guarantee the debt incurred on this account. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collections costs which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Name \_\_\_\_\_ (print)      Date \_\_\_\_\_

Signature \_\_\_\_\_      Witness \_\_\_\_\_

Name \_\_\_\_\_ (print)      Date \_\_\_\_\_

Signature \_\_\_\_\_      Witness \_\_\_\_\_