USA BUILDING PRODUCTS
1330 Foster Ave, Suite 600
Nashville, TN 37210

Phone: (615) 351-3398

CREDIT APPLICATION AND AGREEMENT

A. APPLICANT

Legal Business Name: ______________________________
(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: ______________________________

Mailing Address: ______________________________

Phone: ____________ **Cell:** ____________ **Fax:** ____________ **E-Mail:** ____________

Estimated Annual Sales: ____________ **Account Contact Person:** ____________

Amount of Credit Requested: $ ________ **Type of Business** ____________ **Years in Business** ______

B. BUSINESS INFORMATION

☐ Sole Proprietorship
Owner ____________ SS# ________
Spouse ____________ SS# ________
Home Address ____________

☐ Partnership
Partner ____________ SS# ________
Home Address ____________
Partner ____________ SS# ________
Home Address ____________

☐ Corporation/LLC
President/Member ____________ SS# ________
Vice President/Member ____________ SS# ________
Secretary/Member ____________ SS# ________
Treasurer/Member ____________ SS# ________

Federal Tax No. (if applicable) ____________ Sales Tax Exemption Certificate ☐ Yes ☐ No (if yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank ____________ Branch ____________ Phone ____________
Address ____________ City ____________ State ______ ________
Zip
Officer Contact ____________ Acct. No. ____________ Type of Acct. ________
Acct. No. ____________ Type of Acct. ________

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit

D. TRADE REFERENCES (Please fill out 4 references)

Name	Contact	Address	Phone	E-Mail
1.)				
2.)				
3.)				
4.)				

The preceding information is for the purpose of obtaining credit and is warranted to be true. / We hereby authorize USA Building Products to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. All responses will remain confidential.

CREDIT TERMS: All invoices are due as stated on each invoice. A service charge of 2% per month, or 24% per annum or the highest legal rate, which ever is less may be assessed on delinquent invoices. C.O.D. restrictions may be placed on any past due account. The purpose of our carrying charges on past due invoices is not to produce additional revenue, but to encourage our customers to make timely payments of their bills.

VENUE: All amounts due for purchases from USA Building Products are payable at 1330 Foster Ave, Suite 600, Nashville, TN 37210. It is further agreed that this agreement is entered into in the state of TN and is governed by the laws of the state of TN.

Initials: ________

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.

The undersigned shall identify on each purchase the exact location where materials purchased are to be incorporated. No material shall be incorporated in any other property until the open account has been paid in full.

CHANGE OF OWNERSHIP: I/We understand that we must notify USA Building Products in writing and by certified mail of any change in ownership, the name of the business, or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS:

______________________	______________________	____________
Print Name	Sign Name	Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by USA Building Products to of, state of, the undersigned, individually, jointly and severally, unconditionally guarantee(s) to USA Building Products the full and prompt payment by _________________________________ ,of all obligations which Guarantor presently or hereafter may have to USA Building Products and payment when due of all sums presently or hereafter owing by Guarantor to USA Building Products Guarantor agrees to indemnify USA Building Products against any losses USA Building Products may sustain and expenses USA Building Products may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing the guaranty against guarantor. This shall be a continuing Guaranty. Diligence, demand, protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to USA Building Products written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any guarantors' obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, 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 guarantor, from time to time as may be needed, in the credit evaluation process.

______________________	______________________	____________
Print Name	Sign Name	Date
______________________	______________________	____________
Print Name	Sign Name	Date
______________________		
Witness		

The Federal Equal 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.