



# CREDIT APPLICATION

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Sandersville, Ga. 31082

Acct # \_\_\_\_\_

### CREDIT APPLICATION AND AGREEMENT

**BUSINESS ACCOUNT ( ) HOMEOWNER NEW CONSTRUCTION ( ) PERSONAL ( ) CHARITABLE ( ) GOVT ( )**  
SALESPERSON NAME: \_\_\_\_\_

Name for Account \_\_\_\_\_ Today's Date \_\_\_\_\_  
Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Physical Address (if different from above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_  
Send Invoice to Attention of: \_\_\_\_\_ Tax Exempt ( ) Yes ( ) No If yes, please provide certificate  
Are You? ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) LLC/LLP ( ) Other \_\_\_\_\_  
List Principals (If Corporation) \_\_\_\_\_  
Doing Business As \_\_\_\_\_ Date Filed \_\_\_\_\_  
Federal Tax ID # (FIEN) \_\_\_\_\_ State Incorporated \_\_\_\_\_

### APPLICANT INFORMATION

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SS # \_\_\_\_\_  
Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Prior Address if less than 2 years \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_ Home Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_  
Name and Address of Employer \_\_\_\_\_  
Work Phone ( ) \_\_\_\_\_ Position/Title \_\_\_\_\_ Years employed \_\_\_\_\_

### BANKING INFORMATION

Do you own your home? ( ) Yes ( ) No If yes, how long? \_\_\_\_\_ Years  
Do you own other real Estate ( ) Yes ( ) No If yes, what county? \_\_\_\_\_  
Where do you Bank? Name \_\_\_\_\_ Address \_\_\_\_\_  
Bank Phone ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_  
Do you have: ( ) Checking ( ) Savings ( ) Loans ( ) Other \_\_\_\_\_  
Are there any judgments or legal issues? ( ) Yes ( ) No If yes please explain on a separate sheet.  
Have you had any checks returned NSF within the past six months? ( ) Yes ( ) No If yes please explain.  
Do you have a construction loan? ( ) Yes ( ) No If no how will you pay for your project? \_\_\_\_\_  
Lending institution: \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Loan Amt. \$ \_\_\_\_\_  
Loan Officer \_\_\_\_\_ Has the const loan closed yet? ( ) Yes ( ) No  
Construction Address (911 Address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Special Delivery Instructions? \_\_\_\_\_

Who is authorized to charge to this account? \_\_\_\_\_

### APPLICANT(S) CREDIT AND SUPPLIER REFERENCES

Building Supply References (Name and Telephone)  
1. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_  
2. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_  
3. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_

Other Non-Construction Trade References (Name and Phone)  
1. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_  
2. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_  
3. \_\_\_\_\_ How Long? \_\_\_\_\_ Contact Person \_\_\_\_\_

Have you ever had an account with Sandersville Builders Supply in the past? ( ) Yes ( ) No

**TERMS AND CONDITIONS**

**STATEMENT:** In consideration of credit being extended by Southern Builders Supply, Inc. dba/ Sandersville Builders Supply (SBS) the undersigned understands (1) that it will be paying for a Time Price as defined below, (2) that the information contained below is being relied upon by SBS for the extension of credit, (3) that the information stated above by the undersigned(s) is true and correct, (4) that the undersigned(s) agree to make payment by the 10<sup>th</sup> of the month following the date of purchase.

**Initial Maximum Credit Limit:** The initial maximum credit limit provided by SBS totals the amount as stated in this agreement. At our sole discretion, we may make adjustments to your maximum credit limit at any time. Said adjustments will become effective immediately. If charges issued exceed your maximum credit limit in effect, we may demand that the difference be paid to us on demand. You shall remain responsible for the total charges issued notwithstanding the fact that you may have exceeded your credit limit.

**Guarantee:** in consideration of the extension of credit granted by SBS, the undersigned does hereby unconditionally guarantee payment of whatever amount shall be at any time be owing to an account of goods, services, and materials hereafter delivered, furnished, installed, or supplied, whether said indebtedness in the form of note, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any changes in the form of indebtedness or renewals or extensions granted by SBS, without obtaining any consent thereto, and until revoked by written notice from an officer of SBS to you and such revocation shall not in any manner effect SBS liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor(s) further agrees to pay all expenses including court cost, attorney's fees paid or incurred by SBS in collection of any or all amounts owed them by the credit applicant(s) or in enforcing this guaranty agreement up to the maximum allowed by law. This guaranty shall be continuing, absolute, and unconditional guaranty and shall be enforceable by the company. All diligence in collection or protection and all presentment, demand, and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and the creation of any and all extensions of credit and indulgence hereunder, are expressly waived. The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Grantor(s) of monies due and owing as a result of this guaranty agreement shall be due upon demand of SBS.

Furthermore, by signing below, I agree to pay my account balance in full upon receipt of the monthly statement. Any unpaid balances after the 16<sup>th</sup> of the month will be considered overdue and I agree to pay up to the maximum allowed by law, late fee on the unpaid balance. This agreement does not create a line of credit. By signing below I/We acknowledge and agree that all information provided in or in connection with this credit application and agreement is true and correct as of the date submitted; that you are responsible for any loss or damage we incur due to reliance upon any misrepresentation or inaccuracy you have made; that we authorize to verify and re-verify any information in this agreement either directly by contacting a named reference or source, or by using a third party such as a credit reporting agency; that we may request a credit report on you (including any individual owner or officer of barrower or guarantor(s) ); and if we ask we will tell you whether a credit report was ordered and if so, the name and address of the consumer reporting agency that furnished the report. Without prior notice we may order subsequent credit reports or contact any source or reference to update, renew, or extend terms of your credit with us. (The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit reporting Act as contained in 15 U.S.C. @1861 et. Seq.)

**Charge Sales:** If seller elects to extend buyer credit, all invoices are due and payable on or before the 10<sup>th</sup> of the month following purchases. A late payment as allowed my law, typically 1 3/4% per month (21% annually), will be added to all past due amounts or balance after the 16<sup>th</sup> of the month following purchase. In case buyer becomes, or is , insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay all 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 cost, reasonable attorney's fees up to the maximum as provided by law, and other expenses incurred by the seller in collection and liquidation of buyers past due charges.

**Mechanics/Material Liens:** Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that the 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 of seller to the property improved. No waivers of Lien for materials shall be required of seller until the same shall have been paid in full. Upon demand of seller, buyer shall be obligated to immediately furnish seller with all necessary information for seller to perfect the Mechanics Lien. Buyer agrees to pay for all court costs, recording fees, attorney's fees as allowed by the maximum of law, and other expenses incurred by seller in securing sellers Mechanics Liens in the event of default by the buyer to pay according to the items stated above hereof.

**Delivery and Purchase:** Buyer authorizes purchases, installation, and deliveries to be made without signatures. Buyer shall have an agent supply him with a receipt for all materials. In case of agent's absence seller may, at its option, deliver or install the same, and the driver or installers signature and statement in writing as to articles so delivered or installed shall be conclusive evidence of delivery or installation of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risk of loss shall be transferred to 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 helps load materials upon buyers vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading or unloading materials in or upon buyer's vehicles. Buyer agrees to hold the seller harmless and waives any claims, demands, or rights in connection to seller delivering materials to buyers jobsite that damages the buyers property due to excessive weight, when the seller delivers the materials as instructed by the buyer, his agent, or authorized subcontractor, and deliveries the materials in a industry standard manner. Sellers will add to all materials taken or delivered to the jobsite a fuel/delivery charge. This fee will vary at the sole discretion of the seller.

**Materials Returned:** Unless die to sellers error, no materials are to be returned or credit allowed without the sellers prior authorization. Authorized returns in good condition are credited at invoice price less a restocking fee to cover handling and other expenses. Special order, non-stock merchandise can not be returned. Proof of purchased may be required for credit.

**GUARANTEES AND WARRANTIES:** Seller agrees and warrants to buyer that all goods and materials sold here under are of good quality, fit for the purpose for which they are used, and will pass without objection in the trade under the 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. The express warranty is limited by the seller at its sole option to (1) refund the material as supplied which has been found in breach of this guarantee at the purchase price paid for said material or (2) furnish material as supplied, seller shall not be liable for any consequential, indirect or incidental damages or for any amount that extended beyond that afforded by this guarantee.

**Notice of Changes:** You will be notify us of any changes in financial status of borrower or guarantor and/or of any changes in ownership of a non=personal borrower of guarantor.

\_\_\_\_\_

\_\_\_\_\_ Date

By \_\_\_\_\_  
Signature & Title

\_\_\_\_\_

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

\_\_\_\_\_

Guarantor (Sign Individually)

Initial Credit Limit \$ \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_ Cust.. Type \_\_\_\_\_