



## COMMERCIAL CREDIT APPLICATION

Date: \_\_\_\_\_

Business Name \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Entity Status: \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Date of Entity Status: \_\_\_\_\_

Mail Invoices/Statements to: \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date business started: \_\_\_\_\_ P.O. Required? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Est. Monthly Purchases at Garris Evans: \_\_\_\_\_

Receivables Contact Person/Telephone Number: \_\_\_\_\_

Licensed Contractor: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ State and License #: \_\_\_\_\_

Has the corporation, any of the principals of the business or their spouses ever filed for Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, when: \_\_\_\_\_ Under what name and in what court: \_\_\_\_\_

### PRINCIPAL(S) INFORMATION:

Telephone Numbers: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Owner/Officer Name: \_\_\_\_\_ Officer Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Soc. Sec. #: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Bank/Trade References	Address	Account #	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

### CREDIT TERMS & CONDITIONS

Unless otherwise stated in writing, **credit terms are 10th prox., except where materials have been supplied for a specific project, in which case payment may be accelerated at Garris Evans' sole discretion in order to comport with construction loan payments and/or the final settlement of the construction loan.**

Garris Evans Lumber Co. ("Garris Evans") and persons signing below ("applicant" or "guarantor"), also collectively referred to as "I/we", hereby agree as follows:

- Garris Evans may impose a finance charge or late charge in the event of late payment. In this event, applicant agrees to pay a one and one-half percent (1.5%) late charge per month on all past due balances. This is a maximum A.P.R. of eighteen percent (18%). In conformity with N.C.G.S. §24-5, the aforementioned rate also applies after judgment. Failure by Garris Evans to levy a finance or late charge shall not be construed as a waiver unless specifically agreed to in writing.
- All prices are subject to change without prior notice. A Financial Statement may be requested at Garris Evans' sole discretion. Garris Evans reserves the right to discontinue shipments in the event information is obtained by Garris Evans which, in its sole discretion, Garris Evans deems to warrant termination of credit; to withdraw or amend any part or all on any quotation prior to acceptance; and to correct clerical errors of any type in this or subsequent agreements, invoices, or statements. The amount of credit Garris Evans extends is subject to change or limitation without notice, before or after delivery of an order. Payment in advance may be required as a condition precedent to delivery. **Plan estimates and take offs are solely estimates and are not guaranteed.**
- In addition to other remedies available at law or in equity, I/we agree that Garris Evans may declare this account in default and demand immediate payment of all sums due on the account if any charge hereunder is not paid in full within 30 days.
- Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. I/we agree(s) as evidenced by our signature(s) below that commencement of any action shall be brought in the county and/or venue of Garris Evans's choosing unless otherwise required by law.
- I/we personally, unconditionally, and irrevocably agree to be directly and primarily liable to pay on demand all sums due, or that become due, including reasonable attorney's fees, interest, and costs which, may be incurred by Garris Evans in collection of this account.



6. Upon acceptance by Garris Evans, this application constitutes a sales and purchase agreement. The terms and conditions of this agreement shall apply to and govern all purchases of goods by the Applicant regardless of any terms of any preceding or subsequent purchase order(s) of the Buyer and regardless of any oral promises of any employee of Garris Evans, unless such terms and arrangement have been made by an officer of Garris Evans in writing and signed.
7. This agreement may be terminated by the customer upon written notice delivered via certified mail, return receipt requested to Garris Evans and upon payment in full of all outstanding balances due and owing on the account. Garris Evans may terminate credit as set out herein or by written notice to the customer.
8. The applicant agrees to notify Garris Evans in writing via certified mail, return receipt requested, within seven (7) days upon the change of any information given to Garris Evans in this Application, including company name or legal status.
9. Goods returned are subject to freight and handling charges and a reasonable restocking fee. In no event can special order materials be returned unless authorized by the manufacturer. Garris Evans reserves the right to inspect materials returned for credit and to reject materials which are soiled or damaged.
10. All claims related to nonconforming or defective goods or materials must be made in writing within five days of delivery. Any claims for adjustment or correction of billings must be made within five days of receipt of invoice.
11. I/we warrant(s) that the information contained in this credit application is true to the best of his/her/our knowledge. The applicant hereby represents that none of the credit extended by Garris Evans is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes. The applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Garris Evans shall be binding and have the same force and effect as the signed original. I/we agree(s) to be bound by this agreement for any orders of goods transmitted by electronic means to Garris Evans.
12. The undersigned hereby agree that I/we have read and fully understand the terms and conditions of this Agreement.
13. Delivery of merchandise to the construction site constitutes delivery to the customer regardless of whether Customer or its agent is on site at the time of delivery. Garris Evans will not be liable for delay in delivery resulting from a requirement of signatures on delivery tickets.

**FCRA NOTICE:** The undersigned authorize(s) and instructs Garris Evans to obtain a consumer credit report on owners and/or principals of the Applicant for the purpose of evaluation the creditworthiness of the Applicant, in connection with this Application. The undersigned as (an) individual(s) hereby acknowledge(s) consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization authorizing Garris Evans to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

Principal(s) Print and Sign Below:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (Seal) Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (Seal) Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### **CONTINUING PERSONAL GUARANTY**

To induce Garris Evans Lumber Company ("Garris Evans") to extend credit and in consideration thereof, each of the undersigned ("Guarantor") personally, unconditionally, and irrevocably guarantees to Garris Evans the timely payment of all of the Applicant's present and future obligations to Garris Evans, even if said obligations are in excess of the established credit limit. Each Guarantor hereby waives any right to notice of the obligations incurred by Principal, and waives any right to require Garris Evans to pursue the Principal or any collateral. I/we waive notice of acceptance, presentment, demand, protest, and dishonor. No extension of time or other indulgence granted by Garris Evans will release or affect my/our obligations hereunder.

I/we personally, unconditionally, and irrevocably agree to pay on demand all sums due, or that become due, including reasonable attorney's fees, interest, costs, or expenses which may be incurred by Garris Evans by reason of default by Principal. Credit terms are 10th Prox; past due thereafter except where materials have been supplied for a specific project, in which case payment may be accelerated at Garris Evans' sole discretion in order to comport with construction loan payments and/or the final settlement of the construction loan.

This guarantee may only be revoked by written notice to Garris Evans served via certified or registered mail, and any such revocation shall become effective 15-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest at the contract rate of 1.5% per month (18% A.P.R.), costs, and such reasonable attorneys fees, as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein. This is a maximum A.P.R. of eighteen percent (18%). In conformity with N.C. Gen. Stat. § 24-5, the aforementioned rate also applies after judgment. The Principal agrees to notify Garris Evans in writing via certified mail, return receipt requested, within seven days upon the change of any information given to Garris Evans in this guaranty. This guaranty is a joint and several obligation on the part of the undersigned and shall bind their respective heirs, administrators, personal representatives, successors and assigns. Garris Evans may release or settle with any one or more of the guarantors at any time without affecting the continuing liability of the remaining guarantors.

**FCRA NOTICE:** The undersigned authorize(s) and instructs Garris Evans to obtain a consumer credit report on each of the undersigned for the purpose of evaluation the creditworthiness of the Applicant, in connection with this Application. The undersigned as (an) individual(s) hereby acknowledge consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization authorizing Garris Evans to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

\_\_\_\_\_  
Signature / Social Security #

(Seal)

Witness

\_\_\_\_\_  
Signature / Social Security #

(Seal)

Witness

Marital Status (circle one): Single Married Separated