

APPLICATION FOR CREDIT

Salesperson: _____



Date Account Opened _____

Name of Business _____

Physical Address _____ City _____ State _____ Zip _____

Billing Address _____ Ctiy _____ State _____ Zip _____

Phone _____ Fax _____ Mobile _____

Email Address _____

Type of Business _____ Business Started? _____

Corporation Partnership Individual Is your Company an LLC? _____

Federal Tax ID# _____ Owners Social Security# _____ - _____ - _____

DL# _____ State _____ PO Required: YES OR NO

IF Corporation complete Officer Information:

President _____ Secretary _____

Vice-President _____ Treasurer _____

If Partnership complete the following information:

Partner _____ Partner _____

If Individual complete the following information:

Owners Name _____ Bank _____

Bank Officers Name _____ Phone _____

AMOUNT OF CREDIT DESIRED: _____

X _____ Title _____
Signature of Applicant



CHARGE ACCOUNT AGREEMENT

THIS AGREEMENT IS MADE AT FORT WORTH, TEXAS, AS OF _____ (DATE) BY AND BETWEEN HI-STANDARD EQUIPMENT & SUPPLY CO., INC. dba BUILDERS EQUIPMENT & SUPPLY COMPANY AND _____ (CUSTOMER) AND IT IS HEREBY AGREED AS FOLLOWS:

1. CUSTOMER AGREES THAT UPON EXECUTION OF AN INVOICE IT ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ON THE INVOICES AT THE PRICES DESIGNATED FOR SUCH GOODS ON THE INVOICE AND CUSTOMER AGREES TO PAY BUILDERS EQUIPMENT & SUPPLY CO. FOR SUCH GOODS AT FORT WORTH, TARRANT COUNTY, TEXAS.
2. CUSTOMER AGREES THAT PAYMENT FOR GOODS SHALL BE MADE TO BUILDERS EQUIPMENT & SUPPLY CO. ON OR BEFORE THE 10TH DAY OF EACH MONTH FOLLOWING THE DATE UPON WHICH THE GOODS WERE RECEIVED. CUSTOMER AGREES THAT IF THE ENTIRE BALANCE SHOWN ON THE MONTHLY STATEMENT IS NOT PAID IN FULL ON OR BEFORE THE LAST WORKING DAY OF THE MONTH FOLLOWING THE DATE THE GOODS WERE RECEIVED BY CUSTOMER A FINANCE CHARGE CONSISTING OF PERIODIC INTEREST SHALL BE ASSESSED AGAINST THE ACCOUNT BY APPLYING THE PERIODIC RATE OF 1 1/2% PER MONTH (AN ANNUAL PERCENTAGE RATE OF 18%) WHICH WILL ACCRUE ON ALL BALANCES DUE, OWING, AND UNPAID AFTER THE LAST WORKING DAY OF EACH MONTH UNTIL PAID.
3. IT IS THE INTENT OF BUILDERS EQUIPMENT & SUPPLY CO. AND CUSTOMER TO COMPLY WITH ALL APPLICABLE USURY LAWS, ACCORDINGLY IT IS AGREED THAT IN NO EVENT SHALL THIS AGREEMENT REQUIRE THE PAYMENT OR PERMIT THE COLLECTION OF INTEREST IN EXCESS OF THE MAXIMUM AMOUNT PERMITTED BY LAW. IN THE EVENT THAT THE PROVISIONS OF THIS AGREEMENT WOULD RESULT IN A CONTRACT FOR INTEREST IN EXCESS OF THAT PERMITTED BY LAW THEN CUSTOMER SHALL NOT BE OBLIGATED TO PAY THE AMOUNT OF SUCH INTEREST TO THE EXTENT THE FINANCE CHARGE IS IN EXCESS OF THE MAXIMUM AMOUNT OF INTEREST PERMITTED BY LAW.
4. CUSTOMER AGREES THAT, IF BUILDERS EQUIPMENT & SUPPLY CO, IT'S SUCCESSORS OR ANY OF IT'S AFFILIATED COMPANIES AND DIVISIONS, IS REQUIRED TO EMPLOY AN ATTORNEY FOR PURPOSES OF COLLECTION OF UNPAID AMOUNTS, CUSTOMER WILL PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, IN ADDITION TO THE INTEREST ACCRUED ON SUCH UNPAID AMOUNTS AS PROVIDED FOR BY THIS AGREEMENT.
5. BY EXECUTION OF EACH INVOICE, CUSTOMER AFFIRMS THAT IT IS NOT INSOLVENT AS DEFINED BY THE TEXAS BUSINESS AND COMMERCE CODE OR THE UNITED STATES BANKRUPTCY CODE AND CUSTOMER AFFIRMS THAT THE GOODS RECEIVED BY CUSTOMER PURSUANT TO EACH INVOICE ARE NOT PURCHASED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DAY AND YEAR ABOVE.

BUILDERS EQUIPMENT & SUPPLY CO. REP.

CUSTOMER ACCOUNT OFFICER SIGNATURE

DATE _____

DATE _____



PERSONAL GUARANTY

For good and valuable consideration, _____ (“Guarantor”) absolutely and unconditionally guarantees and promises to pay to Hi-Standard Equipment & Supply Co., Inc. d/b/a Builders Equipment & Supply Company (“Builders Equipment”) on demand, in legal tender of the United States of America, any and all liabilities, obligations and debts due and owing by _____ to Builders Equipment now existing or herinafter incurred or created, including, without limitation, all service charges, interest, third-party collection fees, court costs and attorney’s fee (collectively, the “Guaranteed Indebtedness”). This is an absolute, continuing and unconditional guaranty of payment and not of collection.

Guarantor waives (i) promptness, diligence and notice of acceptance of this Guaranty and notice of the incurring of any obligation, indebtedness or liability to which this Guaranty applies or may apply and waives presentment for payment, notice of nonpayment, protest, demand, notice of protest, notice of dishonor, diligence and enforcement and indulgences of every kind, and (ii) the taking of any other action by Builders Equipment , including without limitation, giving a notice of default or any other notice to, or making any demand on, _____, or any other Guarantor of all or any part of the Guaranteed Indebtedness. Builders Equipment may at any time, without the consent of or notice to Guarantor, without incurring responsibility to Guarantor and without impairing, releasing, reducing or effecting the obligations of Guarantor hereunder: (i) change the manner, place or terms of payment of all or any part of the Guaranteed Indebtedness, or renew, extend, modify, rearrange or alter all or any part of the Guaranteed Indebtedness, or (ii) neglect, delay, omit, fail or refuse to take or prosecute any action for the collection of all or any part of the Guaranteed Indebtedness or this Guaranty or take or prosecute any action in connection with any invoices or purchase orders by and between Builders Equipment and _____.

Should Builders Equipment seek to enforce the obligations of Guarantor hereunder by action in any court or otherwise, Guarantor waives any requirement, substantive or procedural, that Builders Equipment first enforce any rights or remedies against _____ or any other person or entity liable to Builders Equipment for all or any part of the Guaranteed Indebtedness including, without limitation, that a judgement first be rendered against _____ or any other person or entity, or that _____ or any other person or entity should be joined in such cause.

The exercise by Builders Equipment of any right or remedy under this Guaranty, or the failure of Builders Equipment to exercise any such right or remedy, shall not preclude or waive concurrent or subsequent enforcement of any other right or remedy.

GUARANTOR:



AUTHORIZED BUYERS FORM

Please list in the spaces provided below only the owner, officers, or employees authorized to purchase for your company. By doing so, it will allow us to safeguard your account from un-authorized purchases. In the event that an authorized buyer listed here leaves your company or you decide you no longer want them to have charge authorization, please contact us as soon as possible so that we have your most current list at all times. Please send us any changes to the Authorized Buyers Form on your company's letterhead, signed by an owner or officer of the company.

Signature _____

Thank you for choosing Builders Equipment & Supply Co. For your supplier, we appreciate your business.

Sincerely,

Paula Wooldridge
Office Manager



TRADE REFERENCES

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Confirmation of Information Accuracy and Release of Authorization to Verify:

I hereby certify that the information in this credit application is correct. The information included in this credit application is for use by Builders Equipment & Supply Co., Inc, it's successors and or affiliated companies in determining the amount and conditions of credit to be extended. I understand that Builders Equipment & Supply Co., Inc. may also utilize other sources of credit information which it considers necessary in making this determination. Further, I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist Builders Equipment & Supply Co., Inc. It's successors and or affiliated companies or divisions in establishing a line of credit.

Terms: C.O.D. or Pre-payment until credit application is authorized. **Approved Accounts:** Net 10th FM
All replies will be held in strick confidence in accordance with and to the extent allowed by law.

Your interest and cooperation is sincerely appreciated.

Signature

Typed or Printed Name

Title

Date