

CHARGE ACCOUNT APPLICATION



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*For All Your Building
Material Needs*

4865 Highway 9 • Alpharetta, GA 30004
Phone (770) 475-7067 • Fax (770) 475-6524
www.midwaybuildingsupply.com

NAME (Full Legal Name) _____
MAILING ADDRESS _____
STREET ADDRESS _____
CITY _____ STATE _____ ZIP _____

BUSINESS PHONE () _____ HOME PHONE () _____

TYPE OF APPLICATION (Check One) _____ DATE BUSINESS STARTED (Mo/Yr) _____ / _____

- Individual Annual Sales \$ _____
 Sole Proprietorship Business Net Worth \$ _____
 General Partnership Estimated Monthly Business _____
 Limited Partnership Price Range of Homes \$ _____
 Corporation (State of Inc. _____) Number of Homes Built per Year _____
 Joint Venture
 Other (Explain) _____

If sales tax exempt, a Sales Tax Exempt Form (ST-5) must be signed and returned to our office with this application.

Federal ID No. _____

COMPANY PRINCIPALS (Owners, Officers, Stockholders)

Have you or any other Principal of the company or any company that you/they have been a Principal in been sued or filed bankruptcy?

Yes No If Yes, explain in detail and attach to this agreement.

(Name) _____ (Title)

(Name) _____ (Title)

(Name) _____ (Title)

PRINCIPAL TRADE REFERENCES

Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____
Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____

Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____
Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____

BANK REFERENCES

Savings Checking Loan
Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____
Account Number: _____ Officer to Contact: _____
Construction and Mortgage Loans
Name: _____ Address: _____
City & State: _____ Phone: _____ Zip: _____
Account Number: _____ Officer to Contact: _____

BANKS AUTHORIZATION TO RELEASE INFORMATION

Please provide bank information to Midway Building Supply, Inc. This information is requested for Midway's use in extension of credit for business purposes only and will be held in strict confidence.

Name of Bank _____ Checking Account Number _____
Phone _____
Name of Account _____ Loan Number _____
Authorized Signature **X** _____ Title _____ Date _____

COMPANY PRINCIPALS

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Number: _____ Date of Birth: _____ Social Security Number: _____

Mobile Number: _____ Pager Number: _____

Previous Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Number: _____ Date of Birth: _____ Social Security Number: _____

Mobile Number: _____ Pager Number: _____

Previous Address: _____

City: _____ State: _____ Zip: _____

Additional Notes

1. Upon approval and credit extension, I or We agree to pay in full by the tenth of each month following date of delivery or acceptance thereof. In the event such payment is not made prior to the 25th day of that month the purchaser does agree to pay a Finance Charge of 1 1/2 percent Monthly (Annual Percentage Rate of 18%) until the full amount is paid.

2. Should this account, upon default, be collected by or through an attorney-at-law or by suit, the undersigned agree(s) to pay reasonable attorneys fees in the amount of 15% of the account balance, including principal and accrued interest, in addition to the principal indebtedness and interest thereon.

3. It is agreed that all sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary or in the name of any officer or agent, shall nevertheless be an indebtedness of the purchaser hereon stated.

4. Seller disclaims all warranty of suitability of material for any particular purpose. Any items that are purchased that are not manufactured by the seller, seller does not warrant such item as to any warranty of merchantability, and specifically sells such items 'as is,' and purchaser shall look to the manufacturer for any warranty that may be applicable to such item. Seller shall not be liable for consequential damages resulting from any claimed breach of warranty, expressed or implied.

5. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied. Use of material shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.

6. Purchases and/or deliveries are herewith authorized to be made without signature.

7. Special order materials will be invoiced to the purchaser upon receipt by Seller. Built to order trusses, door and window units as well as any other built to order components will be invoiced to purchaser on original agreed upon ship date. Special order materials and built to order materials will be due in full on the 10th of the month following month of invoice. Finance charges as described above in item #1 also apply.

8. This document supplied by facsimile will be considered binding on purchaser until and unless original document is received by seller.

9. We authorize any government agency, be it federal, state, city or county to furnish this information to Midway Building Supply.

10. We grant permission to Midway Building Supply to conduct routine credit investigations through credit information services from banks, trade associations, and other references as deemed necessary.

11. In consideration of credit being extended by Midway Building Supply to me, I certify the truthfulness of the above information.

NOTICE: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS HEREOF.

PURCHASER'S SIGNATURE

DATE

PURCHASER PLEASE PRINT NAME

PURCHASER'S SIGNATURE

DATE

PURCHASER PLEASE PRINT NAME

PURCHASER'S SIGNATURE

DATE

PURCHASER PLEASE PRINT NAME

PERSONAL GUARANTEE AGREEMENT

Should purchaser be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent or otherwise, agree that by execution hereof on behalf of the principal he or they is/are personally liable, jointly or severally with the principal, as guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. In the event of the default, each of the understand hereby assign to seller a sufficient portion of his homestead exemption to which he may be entitled under laws of this state of his residence to pay his obligation hereunder. The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as the seller, Midway Building Supply, shall receive from the undersigned written notice of revocation, and such revocation shall not in any way relieve the undersigned from indebtedness or liability incurrent prior to the actual receipt by seller of such notice of revocation.

GUARANTOR'S SIGNATURE

DATE

WITNESS

GUARANTOR'S SIGNATURE

DATE

WITNESS

GUARANTOR'S SIGNATURE

DATE

WITNESS