



APPLICATION AND GUARANTEE AGREEMENT

Salesman # \_\_\_\_\_

BUSINESS/INDIVIDUAL NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY/ST/ZIP \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY/ST/ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX # \_\_\_\_\_ E-MAIL: \_\_\_\_\_

MOBILE \_\_\_\_\_ CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_ LICENSE LIMITATIONS \_\_\_\_\_

BUSINESS TYPE: ( ) CORPORATION ( ) SOLE PROPRIETORSHIP ( ) INDIVIDUAL ( ) LIMITED LIABILITY CORPORATION
( ) PARTNERSHIP ( ) GOVERNMENTAL AGENCY ( ) NON-PROFIT ORGANIZATION
( ) LTD PARTNERSHIP Expires: \_\_\_\_\_ State Reg #: \_\_\_\_\_

In Business Since: \_\_\_\_\_

Tax Exempt? ( ) Yes (Attach Certificate) ( ) No P. O. Required? ( ) Yes ( ) No

• COMPANY OFFICERS/COMPANY OWNERS/PARTNERS/INDIVIDUALS/GUARANTORS

NAME \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ Phone \_\_\_\_\_

NAME \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ Phone \_\_\_\_\_

NAME \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ Phone \_\_\_\_\_

• FINANCIAL CURRENT FINANCIAL STATEMENT SHOULD BE ATTACHED (If Not, Please Attach Explanation)

BANK NAME \_\_\_\_\_ City \_\_\_\_\_ Contact \_\_\_\_\_

BANK ACCT # \_\_\_\_\_ Phone \_\_\_\_\_ ( ) Construction Lender ( ) Checking ( ) Savings

BANK NAME \_\_\_\_\_ City \_\_\_\_\_ Contact \_\_\_\_\_

BANK ACCT # \_\_\_\_\_ Phone \_\_\_\_\_ ( ) Construction Lender ( ) Checking ( ) Savings

• TRADE/CREDIT REFERENCES:

NAME \_\_\_\_\_ City/St/Zip \_\_\_\_\_ Phone \_\_\_\_\_

NAME \_\_\_\_\_ City/St/Zip \_\_\_\_\_ Phone \_\_\_\_\_

NAME \_\_\_\_\_ City/St/Zip \_\_\_\_\_ Phone \_\_\_\_\_

• If you are NOT a business entity, please complete the following:

Present Employer \_\_\_\_\_ Occupation \_\_\_\_\_

# Years with Present Employer \_\_\_\_\_ SS # \_\_\_\_\_ Annual Net Salary \_\_\_\_\_

Co-Applicant's Present Employer \_\_\_\_\_ Occupation \_\_\_\_\_

# Years with Present Employer \_\_\_\_\_ SS # \_\_\_\_\_ Annual Net Salary \_\_\_\_\_

Legal Description & Location of Construction Site (Attach Copy of Building Permit): \_\_\_\_\_

• CONSTRUCTION LOAN INFORMATION (Attach copy of commitment letter or written proof of funds)

Bank Name & Address \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Amt Applied For \_\_\_\_\_

TERMS AND CONDITIONS ON REVERSE SIDE

**Talbert Building Supply, Inc.,  
CREDIT TERMS & CONDITIONS**

Talbert Building Supply, Inc. ("Talbert") and persons signing below whether on behalf of the party seeking credit ("Applicant") or as a guarantor, also collectively referred to as "I/we", hereby agree as follows:

1. Unless otherwise stated in writing, credit terms are NET LOAN. A FINANCE CHARGE WILL BE ADDED TO THE ADJUSTED BALANCE ON THE 20<sup>th</sup> OF THE MONTH. The adjusted balance is the previous balance minus payments and credits received by noon on the last working day of the month. In the event payment is not timely made, Applicant agrees to pay a service charge of 1½% per month (18% per annum) on all overdue amounts, and to pay all collection costs incurred by Talbert in enforcement of the terms and conditions of this agreement, including court costs, reasonable attorney's fees, and collection agency fees. In conformity with N.C. Gen. Stat. § 24-5, the aforementioned rate also applies after judgment. Failure by Talbert to levy a late charge shall not be construed as a waiver unless specifically agreed to in writing.
2. The amount of credit Talbert extends is subject to change or limitation without notice, before or after delivery of an order.
3. In addition to other remedies available at law or in equity, I/we agree that Talbert 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.
4. I/we agree(s) as evidenced by our signature(s) below that commencement of any action may be brought in Wake County, North Carolina unless otherwise required by law. Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina and I/we agree to submit to personal jurisdiction in the State of North Carolina.
5. The terms and conditions of this agreement, and any additional terms contained in Talbert's invoices or delivery tickets, which terms are incorporated herein as if set out in full, 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 Applicant and regardless of any oral promises of any employee of Talbert. In the event of any conflict between the provisions of this agreement and the terms of any other agreement, sales order, purchase order, oral statement or otherwise, the terms and conditions of this agreement, as supplemented by Talbert's invoices and delivery tickets, shall control.
6. All materials when delivered shall become the sole responsibility of the Applicant thereafter and all risks of loss shall be the Applicant's. Talbert shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon the Applicant's property or at the direction of the Applicant upon the property of any third party. Purchases and/or deliveries are herewith authorized to be made without signature. Applicant agrees that if its agent is not on the job site to sign for materials at the time of delivery, Talbert may, at its sole discretion, deliver the materials and the driver's signature shall be conclusive evidence of delivery of said materials. It is agreed that all invoices and delivery tickets, whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to Talbert within five days of statement date.
7. Each delivery and invoice directly attributed to a specific project is not to be deemed a separate contract for purposes of complying with Chapter 44A of the North Carolina General Statutes, or the lien laws of any other states in which materials are supplied pursuant to this contract.
8. This agreement may be terminated by the customer upon written notice delivered via certified mail, return receipt requested to Credit Manager at the address for Talbert contained herein and upon payment in full of all outstanding balances due and owing on the account including all special ordered materials.
9. The Applicant agrees to notify Talbert in writing via certified mail, return receipt requested, within seven (7) days upon the change of any information given to Talbert in this Application, including but not limited to changes in name, ownership, corporate status or structure, or other material changes.
10. I/we warrant(s) that the information contained in this credit application is true to the best of his/her/our knowledge. The applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Talbert 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 Talbert.
11. The undersigned hereby agree that I/we have read and fully understand the terms and conditions of this Agreement.

*FCRA NOTICE: The undersigned authorize(s) and instruct(s) Talbert to obtain a consumer credit report on proprietor, partners, and/or personal guarantors for the purpose of evaluating 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 Talbert 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.*

APPLICANT'S NAME (Corporate Identity): \_\_\_\_\_

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

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**PERSONAL GUARANTEE**

To induce Talbert to extend credit and in consideration thereof, each of the undersigned ("Guarantor") personally, unconditionally, and irrevocably guarantees to Talbert the payment of all the applicant's present and future obligations to Talbert, each Guarantor hereby waives any right to notice of the obligations incurred by Applicant, and waives any right to require Talbert to pursue the Applicant or any collateral. I/we waive notice of acceptance, presentment, demand, protest, and dishonor. No extension of time or other indulgence granted by Talbert 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 Talbert by reason of default. Credit terms are NET LOAN. A FINANCE CHARGE WILL BE ADDED TO THE ADJUSTED BALANCE ON THE 20<sup>th</sup> OF THE MONTH. The adjusted balance is the previous balance minus payments and credits received by noon on the last working day of the month. This guarantee may only be revoked by written notice to Talbert served via certified or registered mail, and any such revocation shall become effective 30-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 1½% per month (18% A.P.R.), costs, and reasonable attorney's fees. In conformity with N.C. Gen. Stat. § 24-5, the aforementioned rate also applies after judgment. The applicant agrees to notify Talbert in writing via certified mail, return receipt requested, within seven days upon the change of any information given to Talbert 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. Talbert may release or settle with any one or more of the guarantors at any time without affecting the continuing liability of the remaining guarantors.

Name \_\_\_\_\_ (Seal)      Name \_\_\_\_\_ (Seal)

Name \_\_\_\_\_ (Seal)      Name \_\_\_\_\_ (Seal)

**ECOA Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, age, marital status, status as a recipient of public assistance, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Talbert complies fully with said regulations in determining the creditworthiness of its customers.