

"Service You Can Build On"

TREATED LUMBER  
ROOFING, SIDING



WINDOWS, DOORS  
PLYWOOD, HARDWARE

10201 INDUSTRIAL DR. • PINEVILLE, NC 28134 • PHONE 704/889-8182 • FAX 704/889-1673

### Consumer Application

BC Salesman: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Do you or have you ever had any liens, judgements, and/or bankruptcy against yourself? \_\_\_\_\_

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

Name Social Security Phone

Name Social Security Phone

#### BANKING

Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### CONSTRUCTION LOAN

Lender: \_\_\_\_\_ City: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Statement: In consideration of credit being extended by The Building Center, Inc. ("TBC") to the above, the undersigned certify the truthfulness and veracity of the information appearing above, and guarantee and bind ourselves to the faithful payment of all amounts now or hereafter owing on this account or any subsidiary account, or by any person or entity for our benefit. If credit is extended to an entity in which the undersigned is an officer, director, shareholder, member, or in which the undersigned holds an interest, the undersigned, jointly and severally, personally faithfully guarantee the payment of all credit extended to said entity.

Statement: In the event this account is placed with a collection agency, or in the hands of an attorney for collection or suit is instituted to collect same or any portion thereof, I and/or we agree and promise to pay the collection agency fee or if with an attorney the attorney's fee of 15% of the balance then due and owing.

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

Statement: Purchase of materials will indicate the acceptance of the terms and conditions which are NET 10th PROX. Failure to pay invoices within the terms will result in 1.5% service charge per month on all unpaid invoices. Failure to pay invoices within 30 days from due date may result in CREDIT HOLD on your account. Any judgment obtained for sums owing upon this account shall accrue interest at the rate of 18% per annum.

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

\_\_\_\_\_  
Guarantor and Pledgee

\_\_\_\_\_  
Guarantor and Pledgee

**Terms and Conditions**

- All orders require a complete job name and address
- All payments are expected the 10th day of each month. Failure to pay invoices within thirty days from due date may result in CREDIT HOLD on your account.
- All returned checks will result in a \$25.00 processing fee and any bank service fee, on the deposit, imposed to The Building Center, Inc. Receipt of two or more returned checks will result in a reevaluation of your account and may result in cash only basis.
- In the event this account is placed in the hands of an attorney for collection or suit is instituted to collect some or any portion thereof, an attorney's fee of 15% of the balance then due and owing will be imposed on the account.
- Purchases and/or deliveries are herewith authorized to be made without signature unless specified in writing.
- Purchase of materials will indicate the acceptance of the terms and conditions.
- Special order items cannot be returned for credit or refund. Once you place a special order, the order is not cancelable.
- Payments received will be applied according to indication on remittance. If no specification is made, payment will be applied to the oldest invoice.
- Payment, in full, is expected on all invoices at due date.

\_\_\_\_\_  
 Date Printed Name Signature agreeing to Terms and Conditions

State of North Carolina  
 County of Mecklenburg

**GUARANTY OF PAYMENT**

Please sell and deliver to \_\_\_\_\_(hereinafter called Debtor) of \_\_\_\_\_, or representative, on your usual credit terms of sale, such goods, wares and merchandise as they or their representatives may order, and in consideration thereof, the undersigned, for ourselves, our heirs, executors and administrators, jointly and severally, do unconditionally guarantee to The Building Center, Inc., its successors and assigns, prompt payment of all indebtedness and all other credit items which may be charged to the account of Debtor, including service charges, and the prompt payment of all Debtor's obligations and liabilities to you, including notes and other evidences of indebtedness, as well as any obligations of Debtor to pay attorneys' fees, which may now exist or which may hereafter be contracted or existing. The undersigned waives notice of acceptance thereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against Debtor.

This is intended to be, and shall be construed, to be a continuing Guaranty of Payment applying to all sales, loans, advances, discounts, credit extensions and other financial accommodations made by you to Debtor, and shall not be revoked by the death of the undersigned, but shall remain in full force and effect until you have received from the undersigned or my executor or administrator, by Certified Mail, Return Receipt Requested, notification to make no further advances on the security of this Guaranty. In the event of a change in the legal status of Debtor (e.g., partnership to corporation, etc.), this Guaranty of Payment shall nonetheless continue in effect and apply to all such indebtednesses owed The Building Center, Inc. by the Debtor and the successor entity.

The undersigned does hereby consent that the collateral for any such indebtedness of Debtor held by you, if any and in whatever form, may be exchanged or surrendered from time-to-time, and the time of payment of said indebtedness or any obligations or liabilities of Debtor may be extended or renewed and that the undersigned will remain bound upon this Guaranty notwithstanding such changes, surrender, or extensions.

Now, should it become necessary to place this Guaranty with an attorney for collection, suit or other legal action, the undersigned does hereby agree to pay all costs of such collections, suits, or other legal action, including a reasonable attorneys' fee.

**I agree that a faxed copy of this application shall have the same legal effect and significance as an original.**

\_\_\_\_\_  
 Date Signature

\_\_\_\_\_  
 Date Signature

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## AUTHORIZATION TO RELEASE CREDIT INFORMATION

Date: \_\_\_\_\_, 20\_\_

To Whom It May Concern:

I, \_\_\_\_\_ of \_\_\_\_\_

give my permission to supply any credit or bank references to The Building Center, Inc. This information is for use in the extension of credit for business purposes only and will be held in strict confidence.

Thank you for your time and cooperation,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name