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LIVINGSTON TX 77351  
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### BUSINESS CREDIT APPLICATION

Name of Firm or Individual \_\_\_\_\_ FEIN# \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Occupation or Employment \_\_\_\_\_ Phone # \_\_\_\_\_

( ) Individually Owned      ( ) Partnership      ( ) Corporation      Do you require P.O. #'s? \_\_\_\_\_

Name of Owners, Corporate Officers & Principal Stockholders of Partners:

Name: \_\_\_\_\_ Social Security \_\_\_\_\_

Name: \_\_\_\_\_ Social Security \_\_\_\_\_

Will Firm submit a Financial Statement upon request?      ( ) Yes      ( ) No

How long in business under this name? \_\_\_\_\_

Anticipated volume of business per month? \_\_\_\_\_

Business Classification:      ( ) Remodeler      ( ) Contractor      ( ) Sub-Contractor      ( ) Dealer

Tax Status:      ( ) Taxable      ( ) Non-Taxable (Attach Certificate)

Person to contact regarding Accounts Payable \_\_\_\_\_ Phone \_\_\_\_\_

**TRADE REFERENCES:**      Name      Address      City      State      Phone

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Name of Bank & Account Number \_\_\_\_\_

Loan Officer \_\_\_\_\_ Phone \_\_\_\_\_

COMPANY DOING INTERM FINANCING? \_\_\_\_\_

Person to Contact \_\_\_\_\_ Phone \_\_\_\_\_

Title Co. Handling Closings \_\_\_\_\_ Phone \_\_\_\_\_

Are you Bonded? ( ) Yes      ( ) No      Bonding Co. Name/Phone \_\_\_\_\_

Address \_\_\_\_\_

Present Job Address: \_\_\_\_\_

Person(s) Authorized to Charge: \_\_\_\_\_

**FOR USE BY RED BARN BUILDERS SUPPLY, INC.**

TERMS OF EXTENSION OF CREDIT:

The applicant for credit, by execution of this application, does hereby expressly agree that all purchases made from Red Barn Builders Supply, Inc. shall be upon the following terms and conditions.

Payment in full is due by the 10th of the month following the date of purchase. Accounts not paid by the end of the month of billing shall bear interest at the rate of 1.50 per annum. Purchaser agrees to pay the total amount of such accounts, together with interest charges thereon same as becomes due, at the office of Red Barn Builders Supply, Inc. PO Box 1217, Livingston, Texas 77351. Red Barn Builders Supply, Inc. shall not be obligated to accept returned merchandise. Any return of merchandise shall be approved and is subject to a ten percent (10%) re-stocking fee.

All building materials are sold on the express agreement of purchase, that, for the purposes of securing payment of the purchase price, Red Barn Builders Supply, Inc. as seller shall have a security interest in same until the entire purchase price thereof is paid. No transfer, renewal, extension, or assignment of purchaser's account and contract, or any interest hereunder, and no loss, damage or destruction of purchased items shall release purchaser from his obligation to pay therefore.

In the event purchaser fails to comply with any of the terms and conditions hereof or if a proceeding in bankruptcy, receivership, or other insolvency proceeding be instituted by or against the purchaser or his property, seller shall have the right, as its option to take possession of said materials and all other rights set out in the Texas Business & Commerce Code. Purchaser agrees to pay all costs, charges, and expenses including expenses incurred in locating said property, premiums for judicial bonds, repairs, storage, items, and expense of resale and reasonable attorney's fees of not less than fifteen percent (15%) of the amount due and unpaid. In the event seller repossesses said property, seller may sell at public or private sale in such manner and upon such terms as seller deems reasonable. From the proceeds of any such sale, seller shall deduct all expenses of locating, re-taking, storing, repairing, selling or foreclosing seller's interest in said property, including a reasonable attorney's fee. The balance thereof to be applied on the amounts due on purchaser's account and in case of deficiency, the purchaser shall promptly pay said balance without delay.

ALL BUILDING MATERIALS, GOODS, MERCHANDISE AND OTHER ITEMS SOLD UNDER THIS AGREEMENT ARE SOLD BY SELLER "AS IS" AND SELLER DOES NOT WARRANT THAT THE BUILDING MATERIALS, MERCHANDISE, GOODS OR OTHER ITEMS ARE OF MERCHANDISE QUALITY, NOR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

All items purchased are expressly for business or commercial use, that is, they are not to be used for personal, household, family or agricultural use by purchaser.

The undersigned applicant for Credit By Execution of This Application represents that he has read, understands and agrees to the terms set forth above, and applicant warrants and represents that the statements made in the application above and the financial statement, if attached, are true and correct.

I hereby authorize the person, to whom this application is made, or any credit bureau or other investigative agency employed by such person, to investigate any references herein or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility. I understand that accounts are to be settled in full each month unless other arrangements are made.

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COMPANY NAME

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DATE

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SIGNATURE

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TITLE

**FOR USE BY RED BARN BUILDERS SUPPLY, INC.**

**GUARANTY CONTRACT**

THE STATE OF TEXAS

COUNTY OF POLK

The undersigned (hereinafter called "GUARANTOR") guarantees full payment of outstanding balance, not Exceeding \_\_\_\_\_ (\$\_\_\_\_\_) Dollars for merchandise and other good and valuable considerations, in hand paid to GUARANTOR, the receipt and sufficiency of which is hereby acknowledged, and to induce Red Barn Builders Supply, Inc. (hereinafter called "CREDITOR"), a Texas Corporation with offices and principle place of business, PO Box 1217, Livingston, Texas 77351, to extend credit to \_\_\_\_\_, with offices and principle place of business at \_\_\_\_\_, The undersigned (whether one or more) do unconditionally, jointly and seperately guarantee prompt payment to Red Barn Builders Supply, Inc. It is expressly agreed that the liability of GUARANTOR under this guaranty shall be primary and not secondary. Payment is to be made at the office of Red Barn Builders Supply, Inc. in accordance with the usual terms of Red Barn Builders Supply, Inc. This is a continuing guaranty and is not subject to limitation.

If default is made by GUARANTOR in performance of the obligation of this guaranty, and this guaranty is placed in the hand of an attorney for collection, of to which payment is guaranteed hereunder, GUARANTOR agrees to pay Red Barn Builders Supply, Inc., reasonable attorney's fees, but same shall be not less than fifteen percent (15%) of all sums owing under this guaranty.

GUARANTOR(s) herein waive demand and notice of default and agree and consent that time of payment may be extended without releasing any of the parties hereto.

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
SIGNATURE

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS TO SIGNATURE:

\_\_\_\_\_  
INDIVIDUALLY

\_\_\_\_\_  
INDIVIDUALLY

**FOR USE BY RED BARN BUILDERS SUPPLY, INC.**

Date Opened \_\_\_\_\_

Ok'd By \_\_\_\_\_

Account Type \_\_\_\_\_

Credit Limit \_\_\_\_\_

TRADE REFERENCES

Bank Name \_\_\_\_\_

Company Name \_\_\_\_\_

Account Type \_\_\_\_\_

Credit Limit \_\_\_\_\_

Acct. How Old \_\_\_\_\_

How Long Sold \_\_\_\_\_

Avg. Chacking Bal. \_\_\_\_\_

High Credit \_\_\_\_\_

Loans: Secured: \_\_\_\_\_

Present Balance \_\_\_\_\_

Unsecured: \_\_\_\_\_

Past Due \_\_\_\_\_

Pays \_\_\_\_\_

Terms \_\_\_\_\_

Remarks \_\_\_\_\_

Pays \_\_\_\_\_

\_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

How Long Sold \_\_\_\_\_

How Long Sold \_\_\_\_\_

High Credit \_\_\_\_\_

High Credit \_\_\_\_\_

Present Balance \_\_\_\_\_

Present Balance \_\_\_\_\_

Past Due \_\_\_\_\_

Past Due \_\_\_\_\_

Terms \_\_\_\_\_

Terms \_\_\_\_\_

Pays \_\_\_\_\_

Pays \_\_\_\_\_

Remarks \_\_\_\_\_

Remarks \_\_\_\_\_

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