



Corporate Office
2200 Cook Drive
Atlanta, Georgia 30340-3133

For Internal Use Only		
This Application taken by _____	Date _____	
Manager / Date _____	Salesperson _____	
Credit Terms _____	Credit Line _____	Cust Type _____
Comments _____		
C/L Assigned _____	Acct# _____	Date _____

CREDIT APPLICATION

TO OUR VALUED CUSTOMER:

It is our goal to provide you with the best, most efficient service available. In order for us to expedite the processing of this Credit Application, we request that you complete the application fully and have it signed by an Owner or authorized Officer where indicated. - PLEASE PRINT CLEARLY - Thank you.

COMPANY NAME: _____

Business Address: _____
Street or P.O. Box

City _____ State _____ Zip + 4 code _____

Shipping Address: _____
Street

City _____ State _____ Zip + 4 code _____

Business Phone #: _____ **Fax #:** _____

E-Mail Address _____

TYPE OF OWNERSHIP: CORPORATION _____ If yes, month/year incorporated _____
 PROPRIETORSHIP _____ PARTNERSHIP _____

FULL NAME OF OWNER OR OWNERS (OR AUTHORIZED OFFICERS) OF THE COMPANY: LIST HOME ADDRESS AND PHONE NUMBER FOR ALL PARTNERS OR FOR PROPRIETORS.

Name: _____ **Title:** _____

Home Phone Number: _____ **Social Security #** _____

Home Address: _____
Street

City _____ State _____ Zip + 4 code _____

Name: _____ **Title:** _____

Home Phone Number: _____ **Social Security #** _____

Home Address: _____
Street

City _____ State _____ Zip + 4 code _____

If additional names should be added, please include on separate sheet of paper and attach to Application.

Current Financial Statements may be required, will you furnish them upon request?
 Yes _____ No _____

Have you or partner(s) ever filed bankruptcy, either personal or business?
 Yes _____ No _____ If yes, when _____

BANK REFERENCES

Bank Name _____	Loan (Bank) Officer _____	Phone Number _____
Personal _____	Business _____	
Checking(s) Account #: _____		

Loan(s) Account #: _____		

***** FOR BANK USE ONLY *****

ATTENTION: _____ **Fax #** _____

The applicant / business named below has requested credit from us. We would appreciate your cooperation in helping us to make a fair credit determination. All information will be held in strict confidence.

Dealers Choice Credit Dept.

Dealers Choice – FAX # 770-840-7358
2200 Cook Dr.
Atlanta, Ga. 30340

CREDIT APPLICANT: _____

Type of Account: **Business** _____ **Personal** _____

Checking Acct #. _____

Account Opened _____ **Average Balance** _____

Return Check(s) **Yes** _____ **No** _____

Credit Line #. _____

Unused Balance _____

Loan(s) Acct #. _____

Account Opened _____ **Loan(s) Balance** _____

Monthly Installments _____

ATTENTION APPLICANT:

Most Banks require a customer signature before releasing any information. To prevent any delays in processing your application for credit, please sign this form where indicated authorizing your Bank to release the above information.

Customer Signature _____ **Date:** _____

TRADE REFERENCES

Materials Suppliers – Active over past 12 months

(1)			
	Name	Address	Phone Number
(2)			
	Name	Address	Phone Number
(3)			
	Name	Address	Phone Number
(4)			
	Name	Address	Phone Number

ACCOUNT SET UP INFORMATION

Estimated monthly credit purchases \$ _____

County business is located in: _____

If Branch or Division, Location of Home Office: _____

Sales Tax Status: Taxable _____ Non-Taxable _____

If Non-Taxable, please attach a copy of your STATE TAX EXEMPTION CERTIFICATE.

Type of Business: Building Materials Dealers _____ Siding Distributor _____

Insulation Distributor _____ Other / Explanation _____

Are Purchase Orders Required? No _____ Yes _____

If yes, Purchasing Agent / Primary Contact Name:

Name	Telephone Number

Accounts Payable Contact: _____

Name	Telephone Number
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Special Delivery Instructions: _____

Back Orders O.K. _____ Substitutes O.K.: _____

The above information is for the purpose of obtaining credit and is warranted to be true. Applicant hereby authorizes the firm to whom this application is made to investigate the references listed pertaining to its credit and financial responsibility and to answer questions about its credit experience with applicant. Applicant represents that it is financially able to meet commitments made and agrees to pay invoices in accordance with the terms and conditions as set forth in this credit application.

SIGNATURE REQUIRED

(Printed) NAME

TITLE/DATE

Account Terms and Conditions on back page – please read carefully

TERMS AND CONDITIONS / ACCOUNT AGREEMENT

DELIVERY – Delivery of goods sold by seller shall be F.O.B. seller's warehouse. Seller is not liable for any damages, resulting from any late delivery or non-delivery of goods. Deliveries made inside lot line are made at customer's risk with respect to any damages to sidewalks, driveways, buildings, trees, shrubbery, lawns and septic tanks, etc. In the event that customer elects not to have a representative on a job site, said customer elects the responsibility for the correctness of the count as shown by Dealers Choice delivery ticket.

LIMITATION AND EXCLUSION OF WARRANTIES – SELLER MAKES NO WARRANTIES AS TO THE GOODS SOLD TO APPLICANT, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

LIMITATION AND EXCLUSIONS OF DAMAGES – IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST FUTURE PROFITS.

PAYMENT – Payment shall be made by Applicant in accordance with the invoicing terms clearly stated on each invoice. A late payment charge of ONE AND ONE-HALF PERCENT (1 ½%) per month, which is an annual percentage rate of EIGHTEEN PERCENT (18%), or the maximum rate allowed by law, shall be applied to all bills remaining unpaid on the date of the next billing. Payments will be applied to interest first, then to principal.

RETURN CHECK CHARGES – Seller will charge Applicant a Return Check Charge of twenty-five dollars (\$25.00) or the maximum amount allowed by law for each check which is returned to Seller unpaid by Applicant's bank. This charge will be made by Seller regardless of the reason Applicant's check is returned.

RETURN MATERIAL(S) – No item may be returned for credit later than fifteen (15) days after delivery. Return items must be accompanied by a sales ticket. Special order items or items not in saleable condition shall not be accepted for credit. A restocking fee will be charged on all returned items, or items picked up by Seller's truck.

SECURITY INTEREST – Applicant agrees that Seller has a Security Interest in goods sold hereunder. Applicant will cooperate and take any action reasonably necessary to assist Seller in filing or perfecting any lien rights or security right to which Seller may be entitled in connection with the sale of any goods to Applicant.

VALID EXISTENCE – If Applicant is a partnership or a corporation, Applicant hereby warrants that it is duly organized and validly existing. Applicant agrees to maintain its good standing and valid existence until all obligations owed to Seller have been fully paid and satisfied.

COLLECTION – If collection efforts become necessary, Applicant agrees to pay all costs of collections including 15% of principal and interest owed as attorney's fees.

FORCE MAJEURE – Seller shall not be liable for any failure to deliver, if such failure has been occasioned by fire, embargo, strike, failure to secure materials from usual source of supply, or any circumstances beyond Seller's control which shall prevent the Seller from making deliveries in the normal course of its business. Seller shall not, however, be relieved from making delivery, nor the Applicant from accepting delivery at the agreed price, when the causes interfering with the deliveries shall have been removed.

CREDIT APPLICATION – The Applicant(s) agree(s) that a copy of this Credit Application bearing a facsimile copy of the signature(s) of the Applicant(s) shall be binding upon the Applicant(s) by Dealers Choice. Notwithstanding the foregoing, the Applicant(s) agree(s) to provide Dealers Choice with the original of the Credit Application bearing the original signature(s) of the Applicant(s) if requested by Dealers Choice.

GENERAL – These Terms and Conditions shall be construed and enforced according to the laws of the State of Georgia and the parties hereto agree to submit to the jurisdiction of the courts of Gwinnet County in the State of Georgia. Unless Seller receives prior written notification from Applicant(s) to the contrary, all employees of Applicant have express authority to make any purchase from Seller in accordance with these Terms and Conditions. Failure to provide an appropriate sales tax exemption number will result in the assessment of sales taxes for all purchases. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. Any action by or on behalf of Applicant(s) for breach of these TERMS and CONDITIONS must be commenced within one (1) year after the cause of action has occurred.

GUARANTY

THE undersigned _____
Print your Name ("Guarantor")

Is _____ of _____
Title Business Name ("Business")

AS A FURTHER inducement to Dealers Choice to extend credit on an ongoing open account basis to above Business, GUARANTOR hereby unconditionally guarantees the payment to Dealers Choice of all sums due from time to time under BUSINESS'S open credit account with Dealers Choice. GUARANTOR further covenants and agrees to indemnify and hold harmless Dealers Choice from all losses sustained or incurred by reason of any failure of BUSINESS to make payments when due under its open credit account with Dealers Choice, or the failure of GUARANTOR to perform this guaranty. It is expressly agreed that in the event of any failure of BUSINESS to pay when required under the open credit account, the GUARANTOR will, upon demand, cure such default; and that no exercise, delay in exercising or failure by Dealers Choice to exercise any rights under the Credit Agreement/Application, open credit account, or this Guaranty shall be deemed a waiver of such right, nor shall it impair this Guaranty.

It is further agreed, the undersigned hereby consent(s) to Dealers Choice obtaining a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as a principal, proprietor, or guarantor of the Application in connection with the extension of business credit contemplated by the execution and submission of this document. The undersigned further authorizes Dealers Choice to obtain additional consumer credit reports on the undersigned from time to time in connection with the extension of, or continuation of, such business credit. The undersigned individual(s) hereby knowingly consents to the use of such report in any manner consistent with the Federal Fair Credit Reporting Act as contained in 15 UC, 1681, et seq.

Date: _____

Signature: _____ SS# _____

Spouse's Signature: _____ SS# _____

E-MAIL INFORMATION

In order to serve you better, we will send your invoices electronically via email to the address you provide in the space below. Other options are facsimile or regular mail. We will deliver your invoices based on the choice you select. If you wish to change, you may do so at any time by contacting your sales representative.

Please check (√) **one** and fill in the address/number:

- Email**
Address: _____

- Facsimile**
Number: _____

- Regular mail:**
Contact name _____
Address _____
City _____
State _____ Zip _____

From time to time we send email messages to alert key customers to special promotions, product announcements, free demonstrations and seminars. To be sure the information gets to the right people in your organization, please list their **names and email addresses** in the space provided below:
