

**THIS CREDIT APPLICATION MUST BE FILLED IN COMPLETELY, SIGNED AND THE ORIGINAL INK SIGNATURE RETURNED TO US PRIOR TO AN ACCOUNT BEING SET UP.**

LEGAL NAME OF COMPANY		YRS IN BUS	ADDRESS
CITY	STATE	ZIP CODE	BILLING ADDRESS
TELEPHONE NUMBER (      )	FAX NUMBER (      )	OWNERSHIP: PARTNERSHIP _____	CORPORATION _____ INDIVIDUAL _____
TYPE OF BUSINESS: SUBCONTRACTOR _____		GENERAL CONTRACTOR _____ HOME BUILDER _____ OTHER _____	IF OTHER, PLEASE SPECIFY
NAME OF PRINCIPAL:		TITLE:	SOCIAL SECURITY NUMBER
NAME OF PRINCIPAL:		TITLE:	SOCIAL SECURITY NUMBER
AUTHORIZED BUYERS:			
DO YOU REQUIRE PURCHASE ORDER NUMBER?	YES _____ NO _____	HAVE YOU EVER TAKEN/ FILED BANKRUPTCY?	YES _____ IF YES. NO _____ WHAT YEAR?
SALES TAX INFORMATION TAX EXEMPT _____ TAXABLE _____		TAX EXEMPT NUMBER: PLEASE ATTACH EXEMPT FORM (REQUIRED)	

**TRADE REFERENCES**

BUSINESS NAME		BUSINESS NAME	
ADDRESS		ADDRESS	
PHONE NUMBER	FAX NUMBER	PHONE NUMBER	FAX NUMBER
BUSINESS NAME		BUSINESS NAME	
ADDRESS		ADDRESS	
PHONE NUMBER	FAX NUMBER	PHONE NUMBER	FAX NUMBER

The customer agrees to provide a complete address of each job site that material is being purchased for, whether delivered by our company or picked up by the customer. KCG, Inc. DBA Rew Materials reserves the right to notify property ownership of material purchases for the property.

ANTICIPATED MONTHLY REQUIREMENTS \$ \_\_\_\_\_

I, \_\_\_\_\_, AUTHORIZE MY BANK TO RELEASE INFORMATION ON MY ACCOUNT FOR THE PURPOSE OF OBTAINING CREDIT FROM KCG, INC, DBA REW MATERIALS

BANK NAME: \_\_\_\_\_ BANK ACCOUNT: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**CONTRACTOR LICENSE INFORMATION**

NUMBER \_\_\_\_\_ TYPE (CLASS) \_\_\_\_\_

ADDRESS ON LICENSE: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_

## CREDIT AGREEMENT

In consideration of the extension of credit by Vendor, the undersigned Applicant agrees as follows:

1. Applicant will pay in full all amounts shown as due on the monthly billing provided by Vendor. Full payment is due no later than the thirtieth (30<sup>th</sup>) of the month following billing. Any amounts not paid by the last day of the month following billing shall accrue interest at the maximum rate allowed by law per month from date due until paid. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to a third party for collection, or in the event that Vender successfully defends itself of others in any other litigation relating to this agreement, reasonable attorney's fees plus all attendant costs and fees.
2. Applicant will notify Vendor in writing of any disputed charges on the monthly billing by the fifteenth (15<sup>th</sup>) of the month following the billing. Failure to so notify Vendor in writing shall mean that Applicant agrees that the charges reflected on said billing are correct.
3. Applicant cannot return merchandise without Vendor's authorization. A restocking charge of 15% will be charged for all merchandise returned to the yard. If we pick up material a 20% restocking charge will apply. This charge will only be waived when the Vendor is in error.
4. Vendor shall not be liable for any delays in delivering merchandise.
5. Vendor shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale or use of the goods or from any other cause relating hereto, and Vendor's liability in any case is expressly limited to the replacement of goods (in the form originally shipped) or, at Vendor's election, to the repayment of, or crediting buyer with, and amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.
6. Applicant agrees to immediately notify Vendor in writing of any change of ownership or form of the business of Applicant.
7. This agreement may only be modified or amended by writing duly executed by all parties hereto. After any cancellation, the terms of this Agreement shall apply to all merchandise sold prior to said written notification.
8. Those persons executing this agreement on behalf of Applicant warrant and represent that they have authority to bind Applicant and enter into this agreement.
9. The provisions contained in this agreement are severable and if any single provision is found to be unenforceable, it shall not make the remainder of this agreement unenforceable.
10. By signing this agreement, the applicant hereby consents to KCG Inc/Rew Materials right to Investigate their credit, employment, income and any other investigations KCG Inc/Rew Materials deems necessary, to make a sound credit decision.
11. The undersigned also agrees that all suits, actions or other proceedings arising out of, or related directly or indirectly to this credit application or any sales of KCG Inc/Rew Materials. goods shall be brought in the venue of KCG Inc's choice. In the case a judgement is issued against the undersigned, any cost incurred after the judgement shall also be paid and borne to the undersigned.

### Indemnification for Vertical Stacking

Customer acknowledges that it is KCG's custom and practice upon delivery of wallboard to flat stack the wallboard at the intended delivery site. Any orders placed pursuant to this application shall be deemed to be orders instructing KCG to flat stack the board pursuant to their normal custom and practice, unless instructions are received to the contrary. In the event that a Customer wishes KCG to vertical stack wall board at the intended delivery site, Customer acknowledges that it is making that request with the understanding that KCG is agreeing to do so based only upon the Customer's agreement to indemnify and hold KCG, its shareholders, officers, directors, employees, agents, predecessor entities, successors and assigns harmless from any and all damages, costs or expenses, including reasonable attorneys' fees, incurred by KCG in connection with any cause of action, claim or lawsuit based upon or related to said vertical stacking. Customer agrees that KCG's delivery and vertical stacking of wallboard at the delivery site pursuant to the instruction of Customer shall be evidence that KCG has satisfied its obligations to Customer in a manner sufficient to compensate Customer for and initiate Customer's obligations to indemnify KCG hereunder.

SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(Applicant Signature)

\_\_\_\_\_  
(Applicant Signature)

**PERSONAL GUARANTY**

For Value Received, and in consideration of the benefits, economic and otherwise, that the undersigned guarantor (“the guarantor”) will receive upon the granting of credit to \_\_\_\_\_ (hereinafter called “the customer”) and by K.C.G., Inc/Rew Materials. continuing to permit credit to remain outstanding by the customer, the guarantor hereby unconditionally guarantees the full and prompt payment when due, of all obligations of the Customer to KCG, Inc. in any amount, now or hereafter existing (“hereinafter sometimes referred to as “the liabilities”).

This guaranty shall be continuing, absolute and unconditional guaranty and shall remain in full force and effect.

It is agreed that the guarantor’s liability is independent of any other guaranties or other obligations relating to the liabilities. The guarantor’s liability may be enforced regardless of the existence of any other guaranties or obligations.

Credit may be granted or continued from time to time by KCG Inc./Rew Materials to the customer without notice to or authorization from guarantor regardless of the customers financial or other condition at the time of any such grant or continuation.

No action or inaction of K.C.G., Inc. /Rew Materials shall in any way impair or affect this guaranty.

The guarantor purchaser agrees to pay, in the event that customer’s account becomes delinquent and turned over to a third party for collections, reasonable attorney’s fees plus attendant collection costs and fees.

This guaranty shall be binding upon the guarantor, and upon the heirs, legal representatives and assigns of the guarantor, and each of them respectively, and shall insure to the benefit of KCG Inc./Rew Materials, its successors, legal representatives and assigns.

All suits, actions or other proceeds arising out of, or related directly or indirectly to this Personal Guaranty shall be brought in the venue of KCG Inc’s/Rew Materials choice. In the case a judgement is issued against the undersigned, any cost incurred after the judgement shall also be paid and borne to the undersigned.

This agreement may not be changed, modified or terminated either in whole or in part, except by initialing herein or by an agreement in writing signed by all parties. Any request for change, modification or termination of this guaranty must be sent by certified mail with return receipt.

By signing this personal guaranty, the undersigned hereby consents to give KCG Inc/Rew Materials the right to investigate their personal credit, employment, income and any other investigations Rew Materials deems necessary to make a sound credit decision.

\_\_\_\_\_  
(Guarantor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Guarantor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Guarantor Social Security Number)

\_\_\_\_\_  
(Guarantor Social Security Number)

Notary: \_\_\_\_\_

Appointment Expires: \_\_\_\_\_