



434.823.1387 PHONE
434.823.1391 SALES FAX
434.823.1020 OFFICE FAX
WWW.BRBS.NET

Credit Application And Agreement

()Corporation ()Partnership ()Sole Proprietor ()Subsidiary Corp ()Gov't Agency ()Joint Venture ()Other
 Current Financial Statement Attached ()Yes ()No Tax Exempt ()Yes ()No (If Yes, attach certificate)
 P.O.'S Required ()Yes ()No Job Locations Required ()Yes ()No Authorized Purchaser List () Yes () No
COD only () yes () no

Company Information

Applicant/Buyer Name _____
 Federal ID# _____ Email Address _____
 [] Check box to receive monthly e-newsletter _____
 Physical Address _____
 City _____ State _____ Zip _____
 Mailing Address (if different from above) _____
 City _____ State _____ Zip _____
 Business Phone _____ Mobile _____ Fax _____
 Type of Business _____ How Long in Business _____
 AP Contact _____ AP Phone _____

Company Officers or Partners

Name	Title	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Banking References

Bank Name _____
 Address _____
 City _____ State _____ Zip _____
 Name of Account Mgr _____ Phone _____ Fax _____

Trade References

Name _____	Acct# _____	Phone _____
Address _____		Fax _____
Name _____	Acct# _____	Phone _____
Address _____		Fax _____
Name _____	Acct# _____	Phone _____
Address _____		Fax _____

"This Application and Guaranty Is Subject To The Terms And Conditions Of Sale On The Reverse Side"

5221 Rockfish Gap Turnpike • Charlottesville, VA 22903

380 Greenbrier Drive, Suite A • Charlottesville, VA 22901 • 434.964.1701

265 Turkey Sag Trail, Suite 101 • Palmyra, VA 22963 • 434.589.2877

CHARLOTTESVILLE • CROZET • PALMYRA

TERMS AND CONDITIONS OF SALE

1. In consideration of credit being extended by Blue Ridge Builders Supply, Inc. (hereinafter "BRBS") the undersigned Buyer understands and agrees that: (1) it will be paying a Time Price as defined below; (2) the information contained herein is being relied upon by BRBS for the extension of credit; (3) the information stated above by the undersigned is true and correct; (4) the undersigned agrees to make payment the 15th of the month following date of purchase; and (5) this Agreement and any provision hereof is not be construed against or in favor of either party.

2. **DELIVERY AND PURCHASES:** Buyer authorizes purchases or deliveries may be made without signature. The customer is responsible for making jobsite accessible to receive deliveries without damaging property. Buyer shall have an agent on the job site to receive all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered shall become the sole responsibility of the Buyer thereafter and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle, even if seller loads or helps load materials in or upon Buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle, or deliveries to a buyer's jobsite. BRBS accepts no responsibility for any damages.

3. **MATERIALS RETURNED:** Unless due to BRBS's error, no materials are to be returned or credit allowed without BRBS's prior authorization. **Special ordered, non-stock merchandise may not be returned.** A purchase receipt must accompany all returns for credit.

4. **MECHANICS' LIEN:** Buyer, as an inducement to BRBS to sell and deliver the items agreed upon, hereby expressly represents to BRBS that Buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanics' Lien rights of BRBS to the property to be improved. No Waivers of Lien for materials shall be required of BRBS until the same shall have been fully paid for. Upon demand by BRBS, Buyer shall be obligated to immediately furnish BRBS with all necessary legal descriptions and all other relevant information necessary for BRBS to perfect a Mechanics' Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by BRBS in securing BRBS's Mechanics' Lien rights in the event of Buyer's default to pay to the terms stated in Paragraph 2 hereof.

5. **PAYMENT:** The undersigned Buyer and Guarantor(s) agrees, without offset, to make payment the 15th of the month following the date of purchase and to be responsible to pay BRBS all sums, which have been incurred or may hereafter become due, and payable by virtue of BRBS's extension of credit to the Applicant or anyone on his or their behalf. 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 BRBS within five (5) days of its date. Any balances more than thirty days old will be assessed a late charge or finance charge in the amount of 2% monthly until payment in full is made, which is an annual percentage rate of 24%. Purchases and deliveries are herewith authorized to be made without signatures.

6. **INDEMNIFICATION:** Buyer and Guarantors agree to indemnify and hold-harmless BRBS from any and all liability to the applicant, employees of the applicant, purchases from the applicant, and the public generally arising out of the purchase or use of any merchandise sold to applicant by BRBS pursuant to terms of this Credit Application and Agreement.

7. **NOTICES AND DEMANDS WAIVED:** Buyer and Guarantor expressly waive: (a) notice of acceptance of the guaranty and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security therefore; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment under this guaranty.

8. **DEFAULT:** If Buyer or Guarantors breach this Agreement then, in addition to all other remedies to which BRBS may be entitled, whether legal or equitable, BRBS shall also be entitled to recover its costs, expenses, and reasonable attorney's fees that are incurred in BRBS's collection of any amounts due hereunder and enforcement hereof. Buyer and Guarantors hereby waive the benefit of the Homestead Exemption as to any obligations and agree, in the event of any suit or legal proceedings, to pay the cost thereof. Notice of default is hereby waived, and this shall not be affected by granting extensions of time for payment or other indulgences and shall remain in full force and effect until written notice of cancellation from the undersigned has been received by Credit Manager of BRBS.

Buyer and Guarantors hereby authorize any person, association, firm, bank or corporation to furnish on request to BRBS information concerning our credit.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the Applicant and Guarantor(s) agree to be bound by all the Terms and Conditions of this Credit Application and Agreement, including, but not limited to, the interest rate on past due accounts, the attorney fee provision, and provision regarding mechanics liens.

WITNESS the following duly authorized signatures, seals and guarantes:

CREDIT APPLICANT/GUARANTOR

TERMS: 1 % discount if paid by 15th of Month or net by 30th of month. Finance Charges of 2% on unpaid balance.

I/We, the undersigned, hereby join in this Credit Application and Agreement, as a party (or parties), and as an inducement to Blue Ridge Builders' Supply, Inc.'s ("BRBS") execution of this Agreement. I/We guarantee to BRBS, jointly and severally, the payment of all charges and purchases payable under this Agreement. We further agree that in the event of any default under the terms of this Agreement, I/We shall be jointly and severally liable and obligated, with Applicant, to BRBS for any and all damages resulting from such default, without the requirement that BRBS first pursue collection and enforcement efforts against Applicant or exhaust remedies against Applicant. This is a guarantee of payment, and it shall be binding on me/us, and my/our personal representatives, successors and assigns. In addition, by signing below, I/We authorize BRBS to investigate my credit record and to verify my credit, employment, and income references.

_____(SEAL)
Applicant/Guarantor Signature

Date

Print Name