



369 Hwy 211 NW • Winder, GA 30680  
770-586-5230 • Fax 770-586-5231

### CREDIT APPLICATION AND GUARANTY

DATE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ BUSINESS FAX: \_\_\_\_\_  
CELL#: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ BILLING ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_  
TYPE OF BUSINESS: \_\_\_\_\_

THIS BUSINESS OPERATES AS:  PROPRIETORSHIP  PARTNERSHIP  CORPORATION FEDERAL ID#: \_\_\_\_\_  
DATE THIS BUSINESS COMMENCED: \_\_\_\_\_  
DO YOU PAY SALES TAX? \_\_\_\_\_ IF NO, SALES TAX EXEMPTION NO.: \_\_\_\_\_  
(Enclose signed certificate or copy)  
TAX WILL BE CHARGED IF YOUR TAX CERTIFICATE IS NOT ON FILE. PLEASE ATTACH A COPY.

#### PRINCIPALS AND/OR OFFICERS

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ SS#: \_\_\_\_\_  
BIRTHDAY: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ SS#: \_\_\_\_\_  
BIRTHDAY: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

WERE ANY OF THE PRINCIPALS IN BUSINESS BEFORE? \_\_\_\_\_  
IF YES, GIVE NAME(S) AND LOCATION(S): \_\_\_\_\_  
\_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED? \_\_\_\_\_  
SPECIAL BILLING INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_

#### BANKING INFORMATION

BANK: \_\_\_\_\_ BRANCH: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
OFFICER CONTACT: \_\_\_\_\_ ACCT. NO.: \_\_\_\_\_ TYPE OF ACCT.: \_\_\_\_\_  
ACCT. NO.: \_\_\_\_\_ TYPE OF ACCT.: \_\_\_\_\_

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.  
(\*Principal is an owner, shareholder, director, partner, member, manager or joint ventures)

## TRADE REFERENCES

(PLEASE FILL OUT 3 REFERENCES: NAME, CONTACT, ADDRESS, PHONE)

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorized Phillips Supply Company to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

1. Payment for materials purchased during the month becomes due on the 10th of the following month. Any invoice not paid by the end of the month becomes subject to a service charge of 1-1/2% per month. Failure to make payment within the terms set forth will subject the account to credit restrictions.
2. If the account is not paid in full as agreed and legal recourse is required, applicant agrees to pay all costs and expenses of collection including reasonable attorney's fees equal to 15% of the outstanding principal and interest owed, and shall also pay costs, expenses and attorney's fees on appeal.
3. The applicant agrees that the law of the State of Georgia shall govern the interpretation of this Agreement. The applicant further agrees that any legal action regarding this Agreement or its provisions shall be brought in a court of competent jurisdiction in or including Barrow County, Georgia, and applicant consents to the jurisdiction of such courts and waives any objections to such jurisdiction.
4. Applicant agrees to send Phillips Supply Company written notice of any changes in the form of ownership of applicants business within five days of such changes.
5. The undersigned authorizes Phillips Supply Company to deliver ordered materials without requiring representative of applicant to be present to sign for shipment. Any returns subject to a restocking fee up to 25%.
6. The undersigned certifies the above information to be correct and agrees to all of the terms and conditions of sale of Phillips Supply Company.
7. The undersigned consents to an investigation into the credit worthiness of the applicant, and further agrees to dissemination of credit information about the applicant to inquiring sources.
8. "The undersigned hereby consent(s) to Phillips Supply Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principals(s), proprietor and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Phillips Supply Company to utilize a consumer report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application.
9. The undersigned as (an) individual(s) hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq .. "

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE : \_\_\_\_\_

## CONTINUING GUARANTY

For and in consideration of Seller agreeing to sell goods, wares and merchandise credit to the above named applicant, or representatives on your usual and customary terms of sale, and in consideration thereof the undersigned ( herein called the Guarantor(s) which shall include Guarantor, if only one, and Guarantor(s) if more than one) hereby fully guarantee and agree that the Guarantor(s) shall be personally responsible, jointly and severally for the payment at maturity of the purchased price of all such goods, wares and merchandise so sold or delivered, whether evidenced by open account, acceptance, note or otherwise. The Guarantor(s) hereby waives notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser. Undersigned agrees that this guaranty shall bind the undersigned's heirs, executors, administrators or assigns.

It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited.

In Witness Whereof, the undersigned hereby execute(s) the Personal Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
PRINT NAME HERE

\_\_\_\_\_  
SIGN NAME HERE

\_\_\_\_\_  
PRINT NAME HERE

\_\_\_\_\_  
SIGN NAME HERE