

S&P Tifton
910 S. Main St.
Tifton, GA. 31793

S&P Sylvester
1008 W. Franklin St.
Sylvester, GA. 31791

S&P Dawson
1158 Forrester Drive
Dawson, GA 39842

S&P Cuthbert
130 E. Dawson St.
Cuthbert, GA 39840

S&P Leesburg Showroom
1561 US 19 S, Suite 8
Leesburg, GA 31763

Corporate Office
105 Dexter Wilson Blvd
Sylvester, GA 31792



CONTRACTOR / BUSINESS APPLICATION

Email or Mail applications to
jflanders@shortpaulk.com
Short and Paulk Supply Co. (ATTN: Jaimee)
P. O. Box 148, Tifton, GA 31793

APPLICANT/COMPANY NAME _____

MAILING ADDRESS _____
Street _____ City _____ State _____ Zip _____

PHYSICAL ADDRESS _____
Street _____ City _____ State _____ Zip _____

E-MAIL ADDRESS _____

TELEPHONE NUMBERS: BUSINESS _____ CELL _____ OTHER _____

MONTHLY CREDIT LIMIT DESIRED and CUSTOMER/PROJECT TYPE _____

TYPE OF BUSINESS (CHECK ONE):

_____ PARTNERSHIP _____ INDIVIDUAL PROPRIETORSHIP _____ CORPORATION _____ LLC

IF THIS IS A CORPORATION, PLEASE LIST STATE AND DATE OF INCORPORATION:

STATE _____ DATE _____

LIST ALL TRADE NAMES CURRENTLY USING OR USED IN THE LAST 2 YEARS:

(1) _____ (2) _____ (3) _____

IF TAX EXEMPT, PLEASE PROVIDE TAX EXEMPTION CERTIFICATE AND/OR GATE CARD.

OFFICERS, PARTNERS, AND/OR PRINCIPALS:

	<u>NAME</u>	<u>PHYSICAL ADDRESS</u>	<u>DOB</u>	<u>SS#</u>	<u>POSITION</u>
(1)	_____	_____	_____	_____	_____
(2)	_____	_____	_____	_____	_____
(3)	_____	_____	_____	_____	_____

CREDIT REFERENCES: (YOU MUST PROVIDE CONTACT PHONE—APPLICATION WILL NOT BE PROCESSED IF INFORMATION IS NOT PROVIDED)

(1) BANK: NAME _____ PHONE# _____

ADDRESS _____ CITY _____ STATE _____

(2) SUPPLIER: NAME _____ PHONE# _____

ADDRESS _____ CITY _____ STATE _____

CONT'D

(3) SUPPLIER: NAME _____ PHONE# _____

ADDRESS _____ CITY _____ STATE _____

(4) SUPPLIER: NAME _____ PHONE# _____

ADDRESS _____ CITY _____ STATE _____

(5) SUPPLIER: NAME _____ PHONE# _____

ADDRESS _____ CITY _____ STATE _____

IF A CONTRACTOR: ARE YOU BONDED? YES ___ NO ___ IF YES, BONDING AGENCY NAME, ADDRESS, PHONE

HOW MANY HOMES/BUILDINGS DOES APPLICANT BUILD PER YEAR? _____ PRICE RANGE _____

ANNUAL/MONTHLY ESTIMATED VOLUME _____

The undersigned certify that the information listed on this application is true and correct, and the undersigned authorize Short and Paulk Supply Co. Inc. to verify this information and/or obtain additional information by securing data from a credit reporting agency or from any other available resources. By signing this application, applicant is authorizing anyone with credit information on applicant or its principals to reveal said information to Short & Paulk Supply Company, Inc. either in verbal or written form.

AGREEMENT

SHOULD COMPANY APPROVE THIS CREDIT APPLICATION BY ALLOWING APPLICANT, ITS AUTHORIZED PERSONNEL, OR ITS EMPLOYEES TO OBTAIN MERCHANDISE, THEN APPLICANT AGREES TO THE FOLLOWING PROVISIONS:

- 1) Applicant shall pay for all goods charged in Applicant's name or any trade name of Applicant by the 10th of the following month
- 2) Company may, for any reason that it may feel insecure, refuse to allow Applicant to charge any goods
- 3) Applicant's account will be due in full on the 10th day of each month. All unpaid balances will be charged an interest rate of 1 ½ % per month (18% per year), with a minimum of \$.50 per month
- 4) Upon default, Applicant shall pay for all costs of collection, including 15% of all amounts due and owing as attorney's fees
- 5) Applicant accepts all goods "AS IS" and Company does not grant any implied warranties of fitness or merchantability. Applicant may proceed only against the manufacturer under any warranty provisions unless Company gives an express written warranty to Applicant on any particular item
- 6) All partners are bound by this agreement even if not all sign this agreement. An officer of the Applicant corporation shall sign, but the corporation is bound even if the person signing is not an officer.
- 7) SHORT & PAULK SUPPLY CO. INC. IS AUTHORIZED TO FILE A PRELIMINARY NOTICE OF LIEN.
- 8) When the account becomes 30 days past due, it will automatically be placed on a C.O.D. status. Once an account is placed on C.O.D., it remains on C.O.D. until the account is brought into a current status. At that time, the account will be reviewed to determine if future credit will be extended. WHEN AN ACCOUNT BECOMES 90 DAY PAST DUE, IT WILL BE TURNED OVER FOR COLLECTION.

Applicant hereby agrees to be bound by the foregoing terms and conditions, certifies that the undersigned are authorized to sign this document and bind the Applicant, and that all preliminary procedures, including but not limited to the obtaining of corporate resolution to enter into this application and agreement, have been passed by Applicant. The undersigned, in addition to signing on behalf of Applicant, shall be personally liable for any indebtedness owed by Applicant even though the indebtedness may be in excess of the credit limit requested and even though the undersigned places a corporate title beside the undersigned's name.

**SIGNED _____ DATE _____

*** (PLEASE PRINT NAME) _____

**SIGNED _____ DATE _____

*** (PLEASE PRINT NAME) _____

CONT'D

Short & Paulk Supply Company, Inc
CONTINUING PERSONAL GUARANTY

Company's Legal Name Requesting Credit (Please Print)

SHORT & PAULK SUPPLY CO. INC.

Legal Name of Company Granting Credit

For valuable consideration, including but not limited to the granting of credit to the above named customer by Company, the undersigned (hereinafter referred to as the undersigned or guarantors, shall denote the singular or the plural whenever and wherever the context so requires or admits), for themselves, their heirs, personal representatives, successors, and assigns, hereby jointly and severally unconditionally guarantee to Company and its successors, participants, endorsees, or assigns, the due performance and full and prompt payment of any and all obligations and indebtedness of customer owed to Company pertaining to Company's selling goods and merchandise to customer on credit on a continuing basis. Guarantors hereby unconditionally, absolutely, and irrevocable guarantee to Company to pay all indebtedness owed by customer to Company with such interest as may legally accrue thereon, either before or after the maturity thereof, or any and all past, present and future indebtedness and obligations of customer to Company whether arising under the aforementioned credit relationship or any other agreement or relationship, together with any renewals, modifications, consolidations and extensions of such agreements.

This guaranty shall remain effective so long as any agreement remains effective with the customer, and so long as any obligation exists by customer to Company. Guarantors agree that without notice to or further consent from guarantors, Company may at any time and from time to time, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it to secure any obligation, may grant releases, compromises, or indulgences with respect to said indebtedness or any extension or renewal thereof, all without notice to or consent of the undersigned and without effecting the liability of the undersigned hereunder. The undersigned shall continue to be liable for any and all indebtedness of customer to Company for any and all amounts whatsoever, even in excess of any credit limit requested by customer and regardless of any releases, compromises, waivers or any other action taken by Company related to said indebtedness.

Guarantors waive any right to require Company to: (a) proceed against customer; (b) proceed against or exhaust any security held by customer; or (c) pursue any other remedy in Company's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of customer or by reason of the cessation from any cause whatsoever of the liability of customer. Until all indebtedness of customer to Company shall have been paid in full, guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Company now has or may hereafter have against customer, any waiver, any benefit of, and any right to participate in any security now or hereafter held by Company. Guarantors waive all presentments, demand for performance, notices of nonperformance, protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness. Guarantors hereby indemnify Company against loss, cost or reason of the assertion by the customer of any defense based upon any such action or inaction of the customer.

Any indebtedness of customer now or hereafter held by the undersigned is hereby subordinated to the indebtedness of customer to Company. The undersigned guarantors agree to pay all costs and expenses which may be incurred or expended by Company in the enforcement of customer's obligations and of this guaranty, whether suit be brought or not, including but not limited to 15% of all indebtedness owed as attorney's fees.

CONT'D

The undersigned agrees that they shall be liable for the maximum amount of interest that may be charged by Company against customer on any indebtedness not paid by customer by the due date after the receipt of any goods or merchandise by customer.

Upon default of the customer with respect to any of its obligations or liabilities to Company, or in case customer or any guarantor shall become insolvent, make an assignment for the benefit of creditors, or file a petition in bankruptcy, or in the event that a judgment is obtained or warrant of attachment is issued against customer, all or any part of the obligations and liabilities of customer and of the guarantors to Company shall without notice or demand at the option of the Company become immediately due and payable and shall be paid forthwith by the guarantors.

The undersigned acknowledge that Company has been induced by this guaranty agreement to open a line of credit to customer and to sell to customer goods, items, equipment and other personal property on an open account relationship and would not have granted credit to customer without this guaranty; and this guaranty agreement shall, without further reference or assignment, pass to, and may be relied upon and enforced by any successor, participant or assignee of the Company.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this _____ day of _____, 20__

*Guarantor _____ Date _____

Individual Signature

* _____

(PLEASE PRINT NAME)

*Guarantor _____ Date _____

Individual Signature

* _____

(PLEASE PRINT NAME)

SHORT & PAULK SUPPLY COMPANY, INC

AUTHORIZED SIGNERS

Charges may be accepted only from the listed persons. Any change in authorized agents must be submitted in writing. If you do not fill this out, it will be under the assumption that any one presenting Your account is allowed to charge.

AUTHORIZED BY: _____ DATE _____
(Signature)

PRINT NAME: _____

ACCOUNT NAME _____

Please write persons' full name in print & have that person sign by their name if possible.

****SPECIAL TERMS**** (Call before charges, Must have PO, etc)

OFFICIAL USE ONLY:

ACCOUNT (CUSTOMER) NUMBER _____