



Commercial Credit Application

Date _____

Your cooperation in providing the following confidential information will help us to establish your company and better serve your future business needs. Please complete the entire form. **Credit to open an account is not automatically extended; however, you will receive a letter of confirmation once your account has been approved and opened.**

PLEASE TYPE OR PRINT

Firm Name: (Legal Name) _____ Trade Name: _____

Street: _____ Contractor License #: _____

City: _____ State: _____ Zip: _____ County: _____

Telephone: () _____ FAX: () _____

AP Contact: _____ AP Telephone: () _____

AP Contact Email: _____ AP Invoice Email: _____

OWNERS OR OFFICERS, If LLC – List All Members.

Name: _____

Name: _____

Home Address: _____

Home Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Title: _____ Phone: _____

Title: _____ Phone: _____

Social Security Number: _____
(Required for Non-Corporations)

Social Security Number: _____
(Required for Non-Corporations)

Ever declared personal bankruptcy? (Circle one) Yes No

Ever declared personal bankruptcy? (Circle one) Yes No

OTHER PERSONS AUTHORIZED TO PLACE ORDERS

Name: _____

Title: _____

Name: _____

Title: _____

Account Payable Contact: _____

Are Purchase Orders Required? **Yes No**
(circle one)

BUSINESS HISTORY

1. Date business started _____

Years under present management _____

2. Number of years at this location _____

3. Nature of business _____

4. Corporation ___ LLC ___ Partnership ___ Proprietorship ___

Years incorporated _____ State _____

5. Is this concern a division, subsidiary, or in any way affiliated with another company or corporation?
Yes or No: _____

If so, give details: _____

6. D & B Rated? Yes or No: _____

Yearly Sales Volume (approx.) \$ _____ (optional)



BANK REFERENCES

Name of Bank: _____
Street _____ Telephone: () _____
City: _____ State: _____ Zip Code: _____
Checking Account No.: _____ Bank Officer: _____

SUPPLIER REFERENCES

Company Name: _____	Company Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone: () _____	Telephone: () _____
Company Name: _____	Company Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone: () _____	Telephone: () _____

SPECIAL CONDITIONS: Your signature below authorizes **Mobile Materials Nashville LLC** to deliver merchandise to your job site when no one is present to sign for said deliveries and further, you agree to pay for said deliveries just as though a signature had been obtained.

SPECIAL ORDERS: Your signature below affirms your understanding that many of the items supplied by **Mobile Materials Nashville LLC** are Special Order items specifically ordered just for you. As such, you further understand that any Special order merchandise may not be returnable, and if returnable, may be subject to a restocking fee.

PAYMENT TERMS & CONDITIONS: The above information is offered for your consideration as a basis for the extension of credit to us. If credit is granted, it is understood that **payment must be rendered in full no later than the 10th of the month following the date of shipment**. Past Due items are subject to late payment service charges of **1.75%** per month or to the extent allowed by law. A service charge of \$25 or the maximum allowed by law may be applied for any returned check. In the event that any account is placed with a third party for collections, I/We agree to pay all costs including attorney fees of **33.33%**; plus court costs and finance charges. I/We authorize **Mobile Materials Nashville LLC** to investigate our credit history, bank references and other information deemed necessary to extend credit and for any future updates to your files as may be deemed necessary from time to time. A facsimile of this application shall be deemed equal to an original. The terms of this agreement shall be governed by the laws of the State of **Tennessee** and the County of **Davidson**, and it is further agreed that the courts of **Davidson County, Tennessee** have exclusive venue and jurisdiction.

Electronics Payments Compliance: **Mobile Materials Nashville, LLC** has implemented a policy of using electronic payment (ACH debits) technology for the movement of funds at every available opportunity. In accordance with this policy, checks received by **Mobile Materials Nashville LLC** will not always be used for payment, but will instead, on occasion, be used solely for the purpose of capturing the bank routing and account information for the depository financial institution named thereon. **Mobile Materials Nashville LLC** reserves the right to subsequently initiate an ACH debit entry to the payer's checking account.

Please indicate your agreement with the above Terms and Conditions by signing below.

Date: _____ Signature: _____ Title: _____

Please mail the original form to **Mobile Materials Nashville LLC, 601 Ezell Pike, Nashville, TN 37217**

601 Ezell Pike Nashville, TN. 37217 (615) 948-8842



Instructions Regarding Personal Guaranty

Anyone seeking an open account with **Mobile Materials Nashville LLC** must provide the following Personal Guaranty when any one of the following is true:

1. The organization seeking an open account is an individual or sole proprietor and is therefore NOT organized as a corporation or partnership.
2. The organization seeking an open account is a corporation or partnership less than (1) one year in age.
3. The organization seeking an open account is a corporation or partnership that has been notified by **Mobile Materials Nashville** that a Personal Guaranty is required as a condition of opening the account.

PERSONAL GUARANTY:

In consideration of the extension of credit by **Mobile Materials Nashville LLC**, hereinafter "creditor", to _____, the receipt of which is hereby *(enter company's name for whom you provide this guaranty)* acknowledged, the Undersigned, hereinafter "guarantors", jointly, severally, and unconditionally guarantee to creditor the full and prompt payment of any outstanding indebtedness to the attached application. This shall be a continuing guaranty which shall remain in full force and effect until twenty-five (25) years from the date of execution below, or until such time as the undersigned shall give written notice of revocation by registered mail to: **Mobile Materials Nashville LLC, 601 Ezell Pike, Nashville, TN 37217** Provided, however, that such termination shall be ineffective (a) as to any existing indebtedness incurred prior to receipt of such notice (b) as to any transaction or commitment previously undertaken by creditor in reliance upon such guaranty, or (c) as to the continuing liability of such guarantors as have not given notice of termination. The maximum aggregate liability of guarantors hereunder is the sum of \$1,000,000.

Guarantors hereby waive notice of acceptance of this guaranty, presentation and demand for payment, protest and notice of protest for non-payment of said obligations and consent to the extension of time of payment without notice and without releasing the liability of any guarantors.

Should it become necessary to place my/our account with a collection agency or attorney for collection, I/we agree to pay all costs of collection, including court costs, and attorney fees in the amount **33.33%**.

You have my/our permission to contact any resources concerning the extension of my/our credit, and for any future updates to your files as may be deemed necessary from time to time.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ Day of _____ 20_____

Witness - Signature

Guarantor - Signature

Witness - Printed Name

Guarantor - Printed Name

Guarantor Social Security #