



# Taylor Brothers

905 Graves Mill Road, Lynchburg, VA 24502  
(434) 237-8100

## PERSONAL CREDIT APPLICATION

Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_ Years at Address \_\_\_\_\_  
 Employment \_\_\_\_\_ Position \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Monthly Pay: Gross \$ \_\_\_\_\_ Net \$ \_\_\_\_\_ Years with firm \_\_\_\_\_  
 Other Income: Source \_\_\_\_\_ Monthly Net \$ \_\_\_\_\_  
 Checking Account # \_\_\_\_\_ Bank \_\_\_\_\_ Phone # \_\_\_\_\_ Balance \$ \_\_\_\_\_  
 Savings Account # \_\_\_\_\_ Bank \_\_\_\_\_ Phone # \_\_\_\_\_ Balance \$ \_\_\_\_\_

LIST ALL BILLS OWED AND CREDIT REFERENCES  
(If additional space is needed please list on separate sheet of paper.)

Creditors	Phone #	Item	Balance Owed	Equity	Monthly Payment
		House	\$	\$	\$
		Automobile	\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

If you have lived at the address listed above less than 4 years or been with the employer listed above less than 4 years, please list your previous address and/or employer and their phone numbers below.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Personal Reference (Not living with you)	Address	Phone #

**Husband/Wife of applicant is to complete this section and sign the back, as well as any other joint applicants.**

Name-Joint Applicant	Employment	Social Security #	Phone #	Relationship

(over)

Have any of the parties or guarantors ever taken personal or business bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_. If so, please provide complete information on another sheet of paper.

**CREDIT APPROVAL:** This account and all purchases made on it are not binding until your credit is approved. This agreement will be considered approved when our credit department gives notice of approval to you.

**CHARGE AGREEMENT:** In consideration of the granting of credit on this account by Jim Carpenter Company, hereafter referred to as the Seller, you (meaning each person signing this agreement as Buyer), promise to pay the Seller, the purchase price for purchases made on this account from time to time and any finance charges due under the terms of this agreement.

**TERMS: Net 10<sup>th</sup> Prox Loan** - Our regular billing date is the 25<sup>th</sup> of each month with the entire outstanding balance due and payable by the 10<sup>th</sup> of the following month. IF PAYMENT IS NOT RECEIVED BY THE 10<sup>TH</sup> OF THE MONTH FOLLOWING THE CHARGE THE ACCOUNT IS PAST DUE.

**FINANCE CHARGE: Net 10<sup>th</sup> Prox Loan** - Finance charge is computed by a periodic rate of 1 1/2% per month (or a minimum charge of 50¢ for balances under \$33.00) which is an annual percentage rate of 18% applied to the previous balance on the statement reduced by all payments and/or credits received during the month.

**CREDIT REPORTING:** You authorize the seller to gather credit information on your company and the guarantors from any source that the seller believes is appropriate. You authorize the seller to furnish credit information on your company and the guarantors to any source that the seller believes is appropriate.

**AMENDMENTS:** You agree that the seller may change the finance charge rate and other terms of this agreement so long as you are given written notice. You agree that the seller may change the credit limit or suspend further charge privileges without notice.

**CANCELLATION:** We and you have the right to cancel this agreement, as it relates to future purchases. Cancellation must be in writing by certified mail and by the same person who opened the account or any appropriate officer of the Corporation. If guarantors wish to cancel on future purchases this must be in writing by the guarantor. All notices must be by certified mail.

**DELIVERY ACCEPTANCE OF TERMS:** Title to the materials shall pass from The Seller to Buyer upon delivery thereof to Buyer, or its agent and thereafter shall be Buyer's risk. Delivery shall constitute acceptance unless Buyer within five days thereafter notifies Seller of any nonconformance with the terms and conditions of this order. Delivery of the materials herein shall constitute acceptance by Buyer of the terms and conditions of this order whether or not any written acknowledgment hereof shall be executed by Buyer. Title to materials and risk for loss of, or damages to, shall pass from Seller to purchaser upon delivery to job site or designated area specified by purchaser. Deliveries are authorized to be made without signature to job site or area designated by purchaser.

**RETURNS:** You agree that on special order goods or merchandise that if you do not provide the seller with a written description of the goods or merchandise that you will accept the goods or merchandise as is and that acceptance cannot be refused by you for reasons other than damage. You agree that special orders cannot be returned. You agree that stock goods or merchandise may not be returned unless approved by a manager in writing.

**DISPUTE:** You agree that all invoices/charges/deliveries shall be considered correct unless any discrepancies are brought to the sellers attention by certified mail not later than the 25<sup>th</sup> of the month following billing to you.

**TAX EXEMPT:** If I or this organization give the seller a tax exempt form, I(we) agree to repay the seller any taxes that we may have unlawfully or mistakenly taken as an exemption.

**IRREGULAR PAYMENTS:** You agree that if you mark a check or other negotiable instrument as paid in full or with similar language, that unless the check or negotiable instrument matches the amount billed to you that the check or negotiable instrument language regarding payment in full is not valid, and that the seller may negotiate the instrument without effecting the unpaid amount of your bill.

**FAILURE TO MAKE PROPER PAYMENT:** You agree to pay court cost. You agree to pay attorney fees if your account is sent for collection to an attorney who is not a salaried employee of the seller. You agree that the Seller's attorney may present to the court an estimation of future attorneys fees and that this amount should be accepted by the court and included in its ruling. You agree that if any legal action is brought upon this account that the seller has the option to select the forum for both venue and jurisdiction to hear any disputes concerning this account and or any guaranty agreement signed below. You agree that this legal action may either be brought at the city or county where the seller's store is located at which the goods or merchandise were sold, or at the seller's home office which is located in Martinsville and Henry County, Virginia.

**STATEMENT:** "In consideration of credit being extended by seller to the applicant for merchandise to be purchased whether such applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to sell the faithful payment, when due, of all interest thereon, Court costs, and attorney's fees, owed by applicant to seller." The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by seller extension of time of payments to applicant, acceptance of partial payment or partial compromise all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guaranty. Any revocation of the guaranty shall be in writing and delivered by certified mail to seller at 905 Graves Mill Road, Lynchburg, VA 24502.

**WARRANTY:** Seller agrees that any merchandise delivered hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose, the remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver by buyer of all claims with respect to such merchandise.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND COMPLETE AND I REALIZE THAT TAYLOR BROTHERS IS RELYING UPON SAID INFORMATION IN EXTENDING CREDIT WITH REGARD TO THIS APPLICATION.

	DATE	WITNESS (if applicable)
Signature: Guarantor: _____	_____	_____
Signature: Guarantor: _____	_____	_____
Signature: Guarantor: _____	_____	_____
Signature: Guarantor: _____	_____	_____