



**BUSINESS CREDIT APPLICATION & AGREEMENT**

M & M Building Supply of Hartfield, Inc.  
 10859 General Puller Hwy. • P.O. Box 280 • Hartfield, VA 23071  
 P: 804-776-7777 • F: 804-776-7434 • mandm.doitbest.com

PLEASE NOTE: This form must be completed in its entirety before the application can be processed.

Legal Name of Business: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address (if different from above): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ A/P Contact: \_\_\_\_\_  
 A/P Email: \_\_\_\_\_ *Invoices Emailed?*  Yes  No *Statements Emailed?*  Yes  No  
 Amount of Credit Requested: \_\_\_\_\_ *P. O. Required?*  Yes  No (Please attach P.O. list if needed.)  
 Federal ID # \_\_\_\_\_ *Tax Exempt?*  Yes  No (Please attach copy of exemption if applicable.)  
 Business Ownership:  Corporation  Partnership  Proprietorship  Other \_\_\_\_\_  
 Type of Business Engaged In: \_\_\_\_\_ Date Business Started: \_\_\_\_\_

Officers of Corporation, Partners, or Proprietors			
Name	Title	Social Security #	Address

Persons Allowed to Sign on Account: \_\_\_\_\_  
 \_\_\_\_\_

Bank References:	Reference #1	Reference #2
Bank Name:		
Address:		
City/State/Zip:		
Phone & Fax:		
Account Type:		
Account #:		
Contact & Title:		
Email:		

Credit References:	Reference #1	Reference #2	Reference #3
Trade Name:			
Address:			
City/State/Zip:			
Phone & Fax:			
Account #:			
Contact & Title:			
Email:			

I hereby authorize the above references to release information on my accounts to M & M Building Supply. **Initial:** \_\_\_\_\_

**TERMS**

1. Upon approval of this Credit Application, M & M Building Supply of Hartfield, Inc., hereinafter referred to as "Creditor", agrees initially to extend credit to \_\_\_\_\_, hereinafter referred to as "Customer", to be paid within thirty (30) days of invoice date.
2. Statements will run from the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup> of each month. Payments are due by the 30<sup>th</sup> or 31<sup>st</sup> of each month. If any charge is not paid by Customer by the 30<sup>th</sup> or 31<sup>st</sup> of the following month, Customer agrees to pay a service charge on the amount owing equal to two percent (2%) per month (24% per annum) or a statement fee of \$5.00 per month, whichever is greater. All payments received by Creditor will be applied first to service charges, then to purchases. Past due accounts may be placed on hold or closed at the Creditor's discretion.
3. Customer hereby authorizes Creditor to investigate Customer's credit record and to report Customer's performance under this transaction, or any other agreement between Creditor and Customer, to credit agencies.
4. Customer acknowledges that in the event of nonpayment, its account will be assigned for collection. Customer waives any claim of jurisdiction or venue in the county of Customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction, as well as venue, will be exclusively in Middlesex, Virginia.
5. In the event that Creditor, or its agents, institutes legal proceedings to collect any amount due and owing, Customer will be responsible for any costs incurred in collecting such amount, including, but not limited to, reasonable attorney fees and court costs incurred at both the trial and appellate levels.
6. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law. Non-enforcement of any provision shall not constitute a waiver of same.

_____ Company	_____ Signature	_____ Date
_____ Name	_____ Title	_____ Federal ID #

**PERSONAL GUARANTY**

Whereas, \_\_\_\_\_ (Company), hereinafter referred to as "Customer", is or may become indebted to M & M Building Supply of Hartfield, Inc., hereinafter referred to as "Creditor", now therefore, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Guarantor absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and at all times thereafter of the Debt.

Guarantor represents that he, she, or it is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any of the Debt.

In the event of default by Customer in payment of the Debt or any part thereof when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without any notice having been given to Guarantor previous to such demand or the creating or incurring of such indebtedness, pay the amount due thereon to Creditor, and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to initiate suit or exhaust remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to credit transaction wherein, in the event of nonpayment, Customer's account will be assigned for collection by Creditor's agents and shall be construed according to the laws of the Commonwealth of Virginia. Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall be in Middlesex, Virginia. This is not a contract of suretyship.

**All Owners/Partners Must Sign:**

_____ Guarantor's Name	_____ Signature	_____ Social Security #	_____ Date
_____ Second Guarantor's Name	_____ Signature	_____ Social Security #	_____ Date

**Please return this credit application to the store either in person, by mail, or email to [mbh@mmhartfield.com](mailto:mbh@mmhartfield.com)**

Please allow up to 1 week processing time for all applications.

Thank you for choosing M & M Building Supply! We look forward to doing business with you in the future!

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