



BUSINESS CREDIT APPLICATION & AGREEMENT

M & M Building Supply, Inc.
 3625 New Point Comfort Hwy. • P.O. Box 218 • Port Haywood, VA 23138
 P: 804-725-7156 • F: 804-725-5754 • 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, 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 1st through the 30th or 31st of each month. Payments are due by the 30th or 31st of each month. If any charge is not paid by Customer by the 30th or 31st 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 Mathews, 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, 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 Mathews, 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

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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