

GULF COAST SHELTER

COMMERCIAL CREDIT APPLICATION

CREDIT DEPARTMENT PHONE: 251-517-1072 FAX: 866-672-5651

TRADER _____

CREDIT EXTENSION REQUESTED: \$ _____

LEGAL BUSINESS NAME OF APPLICANT AND DBA (IF ANY)	YEAR STARTED
STREET ADDRESS	CITY / STATE / ZIP
BILLING ADDRESS (if different from Street Address)	BUSINESS PHONE
NATURE OF BUSINESS	MOBILE PHONE
EMAIL ADDRESS	FAX
	FEDERAL TAX ID OR SSN

CORPORATION
 LIMITED LIABILITY CO.
 PARTNERSHIP
 SOLE PROPRIETORSHIP

PRESIDENT / PARTNER / OWNER	HOME ADDRESS	CITY / STATE
PARTNER / VICE PRESIDENT / SECRETARY	HOME ADDRESS	CITY / STATE
PARTNER / TREASURER	HOME ADDRESS	CITY / STATE

REFERENCES

BANK NAME	BRANCH	TELEPHONE
LOAN / BANK OFFICER	ACCOUNT #:	FAX:
NAME OF SUPPLIER	CITY	STATE
1.		PHONE: # / FAX #
2.		
3		
4		

PLEASE INCLUDE COPIES OF CURRENT FINANCIAL STATEMENTS

1. This application and the standard Terms and Conditions of Sale on Gulf Coast Shelter's (Seller's) web site at www.gulfcoastshelter.com constitute the entire agreement between the parties. If Applicant stipulates additional or different terms, such terms do not constitute an objection to specific terms herein and in the event of a dispute between Applicant's terms and conditions and Seller's terms and conditions, Seller's terms and conditions will prevail.
2. In consideration for any extensions of credit by Seller and its affiliates/subsidiaries, the undersigned applicant authorizes Seller to conduct a credit investigation including inquiries of the references listed above. Applicant agrees to the terms and conditions of sale shown on each invoice.
3. Seller's obligations are contingent upon Applicant's qualifying for credit approval by Seller, which credit approval shall be made in Seller's sole discretion. Seller's obligations are also contingent upon Applicant maintaining its outstanding account balance within terms and the credit limits established by Seller. Applicant also agrees to pay a late charge equal to the maximum legal rate for contracts, or 18% per annum, whichever is less, on the unpaid delinquent balance until the amount is paid in full. The applicant also agrees to pay all costs of collection. Until the unpaid contract price and other amounts payable by Applicant to Seller are paid in full, Seller shall have a lien on the Goods for the unpaid amounts. Applicant grants to Seller a security interest in the Goods to secure payment of such amounts.
4. In the event of a dispute, the prevailing party will be entitled to reasonable attorney fees. Any controversy or claim arising to this contract shall be settled in arbitration in any court having jurisdiction. Applicant agrees this agreement was entered into and is governed by the laws of the State of Alabama. Applicant agrees that any litigation regarding disputes with Seller will be brought in a court of competent jurisdiction in Alabama, or any other jurisdiction deemed appropriate by Seller, and applicant hereby consents to personal jurisdiction in such courts.
5. Seller's liability shall be limited to the cost of reshipping non-conforming goods to the point of delivery as specified in the order within a reasonable period of time following proper and timely rejection by Applicant. Under no circumstances will Seller be liable to Applicant for consequential or incidental damages, of any nature whatsoever, arising from non-conformity of goods, delay in shipment, or use of goods.
6. Applicant hereby represents that the information contained in this application is true, complete, and correct, and that Seller can reasonably rely on this information. Seller may disclose to any other interested commercial parties Seller's credit experience with applicant/purchaser. Seller may terminate or modify credit availability at its discretion without notice.
7. The Seller will assess sales tax at the rate effective when material is invoiced unless Applicant provides an exemption certificate to Seller prior to delivery.

Signed by _____ **Position** _____ **Date** _____
Print Name _____

PERSONAL GUARANTY

In consideration of credit being extended to the above named firm, I personally guarantee payment of all indebtedness hereunder according to the terms of this Credit Application and to the same extent as if I were the Applicant thereon. I further agree that this guarantee is an absolute, completed and continuing one, and no notice of indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged and/or renewed without notice to me. That I will, within 5 days from date of notice that the account is past due, pay the amount due. I waive all requirements of law, if any, that any collection efforts be made against Applicant or that any action be brought against Applicant before resorting to this guaranty.

Signed by _____ **Date** _____
Print Name _____ **SSN** _____