

TROESH SUPPLY COMPANY, INC.

2290 Hutton Road * Nipomo * California * 93444
 (Tel) 805-922-9993 * (Fax) 805-922-9008
 www.troeshsupply.com

BUSINESS APPLICATION AND AGREEMENT

Firm Name: _____ **Date:** _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Business Phone: () _____ **Fax:** () _____ **Email:** _____

Contractors License & Classification: _____ **Year Established:** _____

TRADE REFERENCES

List a MINIMUM of (3) current suppliers of building materials & related products

Name	Address/City/State	Zip Code	Phone

FINANCIAL ASSURANCES

Name of institution, branch/address, account and phone number are required

Checking	Savings
Bank	Bank
Address	Address
Phone #	Phone #
Account #	Account #
Contact Person	Contact Person

Insurance Company

Name
Phone/Account#

Bonding Company

Name
Phone/Account #

OWNERSHIP

Corporation/LLC Partnership Proprietorship

If Corporation, Fed Id# _____

Owner's Name	Title	Social Security #
Address		Phone
Owner's Name	Title	Social Security #
Address		Phone
Owner's Name	Title	Social Security #
Address		Phone
Owner's Name	Title	Social Security #
Address		Phone

BUYER IS BOUND TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT

BUYER AGREES TO THE TERMS AND CONDITIONS SET FORTH BELOW

The following terms shall govern any and all purchases by the Buyer

1. All invoices are due and payable by the 10th of the month following the statement date.
2. Accounts which have not been paid in full by the last day of the month following the statement date will be classified "Past Due" and will be subject to termination of service.
3. A Finance charge equal to the maximum allowable under Constitution of the State of California shall accrue on all invoices that have not been paid in full by the last day of the month following the statement date.
4. In the event Seller incurs attorney's fees or expert fees to collect monies due from buyer, regardless of whether legal proceedings are initiated, Seller shall recover any and all attorney's fees, expert fee's and costs related to such collection, including, without limitation those incurred in trial and appellate proceedings.
5. Seller may cancel Buyer's account at any time, with notice, with or without cause.
6. Signatures by the Buyer and it's authorized representative on the delivery ticket is presumed to established acceptance on the terms and conditions set forth herein, without exception, and the Buyer agreement to comply with said terms.
7. The Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, liabilities, causes of action, expense, including attorney's fees ("claims"), arising out of or in any connection with any of the materials, supplies or equipment provided by seller. This indemnification shall not apply to claims, directly resulting from Seller's sole negligence or willful misconduct.
8. We/I herby authorize the company, to whom this application is made, or any credit bureau or other investigative agency employed by such person, to investigate reference or other data obtained from any other person pertaining to our/my credit and financial responsibility.

_____	_____	_____	_____
Date	Signature	Printed Name	Title
_____	_____	_____	_____
Date	Signature	Printed Name	Title

Individual/Personal Guarantee

THE UNDERSIGNED INDIVIDUAL(S), WHO IS EITHER A SOLE PROPRIETOR OR A PRINCIPLE OF THE CREDIT APPLICANT, OR A GUARANTOR OF THE CREDIT APPLICANT, UNDERSTANDS THAT HE OR SHE PERSONALLY, JOINTLY AND SEVERELY AND UNCONDITIONALLY GUARANTEES AND PROMISES TO PAY SELLER, ON DEMAND, ANY AND ALL INDEBTEDNESS OF THE BUYER TO THE SELLER. THE UNDERSIGNED ALSO UNDERSTANDS THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE BUYER AND FURTHER UNDERSTANDS THAT THE SELLER MAY RELY ON THE INFORMATION FOR EXTENSION OF CREDIT. THE UNDERSIGNED AUTHORIZES SELLER TO OBTAIN AND USE CONSUMER CREDIT REPORT ON THE UNDERSIGNED AT ANY TIME AND TO OBTAIN CREDIT AND FUNDING INFORMATION FROM ANY OF THE BANK OR TRADE REFERENCES LISTED IN THIS APPLICATION. THE UNDERSIGNED AGREES TO SUPPLY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY SELLER TO WARRANT FUTURE EXTENSIONS OF CREDIT.

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name