



# APPLICATION FOR CREDIT & AGREEMENT TO TERMS

Roofing Wholesale Co., Inc. dba RWC Building Products

1918 West Grant Street | Phoenix, AZ 85009 | Corporate Office: 602.258.3794 | www.rwc.org

Official Use Only

Date:	Branch #	Salesman	Account #	Credit Score:	Limit:	By
1.	APPLICANT: Business Name				Application Date:	
2.	Business Street Address			Billing Address (street or P.O. Box) if different		
3.	City	State	Zip	City	State	Zip
4.	Business Telephone No.	Business Fax No.	Year Business Established	Number of Employees	Do You Have A Current Financial Statement? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5.	Nature of Business					
6.	Website	Approximate Net Worth of Business		Type of Business <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
6.	E-Mail Address	Contractor's License #	Resale Permit #	Fed I.D. #	Business Building Is <input type="checkbox"/> Owned <input type="checkbox"/> Rented	
7.	Name of person who makes purchasing decisions	Title	Cell Phone Number	Email Address	Direct Telephone Number	

OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP)				OFFICERS (IF A CORPORATION)		
	Name	Title	Home Address	Home Phone No.	E-Mail Address	
8.						<input type="checkbox"/> Owned <input type="checkbox"/> Rented
9.						<input type="checkbox"/> Owned <input type="checkbox"/> Rented
10.						<input type="checkbox"/> Owned <input type="checkbox"/> Rented

BANK INFORMATION				
	Name	Branch Address	Account No.	Type of Account
11.				
12.				

13.	P.O. Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Purchasing Agent Name	Do you have any personal guarantee outstanding? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, with whom?
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APPLICANT'S PRINCIPAL SUPPLIERS			
	Name	Address (Including Zip Code)	Phone No.
14.			
15.			
16.			
17.			
18.	Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? Please give details. <input type="checkbox"/> Yes <input type="checkbox"/> No		
19.	Are any current taxes owed by Applicant to any taxing authority? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
20.	Is Applicant or any of its Owners, Principals, Partners, Officers, or Directos, a guarantor or endorser of debts or notes owed by others? <input type="checkbox"/> Yes <input type="checkbox"/> No		
21.	Does Applicant now have a merchandise order pending? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what is the approximate amount of the order? \$	

**NOTE: Both current company and personal financial statements should be attached to aid RWC Building Products in the decision to extend credit. The more complete the application, the quicker the decision can be made.**

ASSETS		DOLLARS	LIABILITIES		DOLLARS
Cash In			Notes Payable		
Cash In <i>(Other - given name)</i>			Notes Payable <i>(Other)</i>		
Accounts Receivable -- Good--			Accounts Payable		
Stocks and Bonds			Taxes Payable		
Notes Receivable -- Good --			Contracts Payable <i>(To Whom)</i>		
Autos <i>(Year - Make)</i>	<i>(Year - Make)</i>		Contracts Payable <i>(To Whom)</i>		
*Real Estate			*Real Estate indebtedness		
Other Assets (describe)			Other Liabilities (describe)		
1.			1.		
2.			2.		
3.			3.		
4.			4.		
5.					
				Total Liabilities	
				Net Worth	
				Total	
	Total Assets				

\*Attach list if necessary

**TERMS OF SALE**

**PAYMENT:** In consideration of Roofing Wholesale, Co., Inc D.B.A. RWC Building Products ("RWC") extending credit to Applicant, Applicant agrees to pay for all items and services picked and delivered to, or at the request of, Applicant. Applicant acknowledges that a service charge computed on the basis of 1 and 1/2 percent per month (or such higher rate as allowed by law) of all sums due to RWC which have not been received by the end of the month, will be charged to Applicant by RWC and Applicant agrees to promptly pay said service charge. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant understands and agrees to a minimum return charge of 20% on acceptable goods returned. Applicant agrees to pay by cash, check, or ACH.

**HOLD HARMLESS AND NOTICE OF CLAIMS:** In consideration of receiving deliveries, applicant agrees to hold RWC harmless for any damage done by its vehicles or employees inside of curb line of jobsite deliveries including, but not limited to curbs, slabs, roof loading and any items or personnel that fall through roof or roof structure. Applicant agrees that RWC assumes no liability for late delivery or nondelivery of materials ordered. If any items are installed on the roof other than what was ordered, applicant assumes liability for any losses resulting from installing improper items. Any claim Applicant may have or wishes to make against RWC must be presented in writing within thirty days of the occurrence of said act causing the claim or said claim is waived.

**BELOW SPECIFICATION MATERIAL:** If at the instruction of Applicant, RWC supplies products that do not meet the specifications or grading or building code required by the project or governmental entity, RWC assumes no liability for their use. Applicant agrees that Applicant and Applicant only is responsible for ordering and installing products that meet Applicants required specifications.

**SALES TAXES:** If Applicant is responsible for paying sales taxes on purchases from RWC and RWC inadvertently or at the direction of Applicant does not charge sales tax on any purchases, Applicant agrees that these sales taxes are due upon presentation of rebill for taxes.

**CREDIT AUTHORIZATION:** Applicant and/or Guarantor(s) authorize RWC to obtain credit and financial information concerning them at any time and from any source.

**ATTORNEYS' FEES AND COSTS:** In the event that RWC commences litigation, employs attorneys, or uses services of a collection agency in order to collect payment on any sums due to it from Applicant and/or the Guarantors, or enforce any provisions of this Application, Applicant and the Guarantors agree to pay RWC's attorney's fees and costs and/or collection fees in an amount not less than 33% of the principal amount outstanding, in addition to all other sums due and payable.

**VENUE:** This Application has been delivered and accepted and deemed to have been made in Maricopa County, Arizona. In the event that any party to this Application commences or maintains any legal action relating to this Application and/or sales pursuant to this Application, jurisdiction and venue shall be exclusively in the appropriate court, sitting in Maricopa County, Arizona.

**NO WARRANTIES**

**ALL SALES MADE BY RWC ARE AS IS, WITHOUT WARRANTY WHETHER EXPRESS OR IMPLIED, SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, RWC MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY NOR IMPLIED WARRANTIES OF FITNESS. TO THE EXTENT ANY WARRANTY MAY EXIST, SUCH WARRANTY IS MADE AND / OR GIVEN BY A MANUFACTURER OF PRODUCT AND NOT RWC.**

**PERSONAL GUARANTEE**

**CONTINUING GUARANTEE:** For valuable consideration, receipt of which is hereby acknowledged, the undersigned Guarantor(s) jointly and severally, absolutely and unconditionally guarantee to RWC the prompt payment up to the amount of \$1,500,000 per guarantor when due from time to time, of the unpaid balance owed to RWC for all goods and services sold and to be sold to Applicant by RWC together with all service charges, attorney's fees, costs and expenses. This Agreement is a continuing guaranty and is to be in full force and effect until revoked by us as to future sales by written notice delivered to RWC.

**WAIVERS:** Guarantor(s) hereby waive any notice of the sale of any goods, wares and merchandise made under this Guarantee. Guarantor(s) further waive any right to require RWC to (a) make any demand, presentment, or notice of any kind, including notice of any change of terms of repayment, default or failure to pay by Applicant or any guarantor or surety; (b) any action or non-action taken by Applicant, or RWC or any other guarantor or surety of Applicant; and (c) any right to require Seller to (i) proceed against Applicant; (ii) proceed against the security received from Applicant or others and/or proceed with any mechanic's lien, stop notice and/or bond claims; or (iii) pursue any other remedy in RWC's power whatsoever.

Guarantor(s) further waives any defense they may have resulting from the absence, impairment or loss of any right to reimbursement or subrogation or any other right or remedy against Applicant or any security, if any, Guarantor(s) waive, if applicable, any rights, benefits, and/or defenses that they may have by virtue of any surety laws and specifically Civil Code Sections 2787 through 2855.

Guarantor(s) further waive any and all rights or defenses they may have by reason of (i) any disability or other defense of Applicant and any other guarantor or surety or any person; (ii) cessation from any cause whatsoever other than payment of the indebtedness; (iii) the application of proceeds or the indebtedness by Applicant for purposes other than the purposes understood and intended by Guarantor and RWC; (iv) any act of omission or commission by RWC which directly or indirectly results in or contributes to the discharge of Applicant or any other Guarantor or surety or the indebtedness or the loss or release of any security by operation of law or otherwise. Further, Guarantor(s) waives any and all rights or defenses arising by reason of any modification or change in the terms of the amounts due from Applicant, including, without limitation, renewal, extension, acceleration or other change in the time of payment.

Guarantor(s) also agrees that this Guaranty shall not be affected by the taking of any note or other obligation for payment of the prices of said goods, ware and merchandise, or any part thereof, sold to Applicant by RWC or by taking or accepting any security for such payment or extending the time thereof.

**ACKNOWLEDGMENT OF RECEIPT OF GOODS:** Due to the fact that there are, have been or will be an absence of our personnel at various jobsites, from time to time, to sign for and receive goods and materials delivered by RWC, this document hereby authorizes RWC to deliver those goods and materials without obtaining a signature by our personnel and that we acknowledge delivery of same without our signature. We agree that any claim of nondelivery or incorrect count must be brought to the attention of RWC, in writing, no more than 30 days from each month statement date or our rights to deny such shipment are waived.

WE HEREBY CERTIFY: That we hold valid seller's City Permit No. \_\_\_\_\_ and State Permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law that we are engaged in the business of selling \_\_\_\_\_ that the tangible personal property described herein which I shall purchase from: \_\_\_\_\_

will be resold by us in the form of tangible personal property; PROVIDED; however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that we are required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

Description of property to be purchased: \_\_\_\_\_

\_\_\_\_\_ The undersigned warrant that the above terms and conditions have been carefully read and that they understand same. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Applicant's Social Security No. \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature (on behalf of Applicant and individually as a Personal Guarantor)

\_\_\_\_\_  
Signature of Spouse as Guarantor

Marital Status  SINGLE  MARRIED

\_\_\_\_\_  
Additional Guarantor

STATE OF \_\_\_\_\_

SS. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me \_\_\_\_\_

a Notary Public personally appeared to me ( or satisfactorily proven) to be the person \_\_\_\_\_ whose name \_\_\_\_\_

subscribed to the above instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EMAIL