

BEACH LUMBER, L.L.C.
d/b/a
SUNCOAST CONTRACTORS SUPPLY

5104 A. AVENUE
LONG BEACH, MISSISSIPPI 39560
PH (228) 679-1240
FAX (228) 679-1235

**CREDIT APPLICATION
FOR
COMMERCIAL AND BUSINESS ACCOUNTS**

Company Name _____ (“Applicant”)

Physical Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Contact Person _____ Phone _____

Federal Tax ID# _____

State ID# _____ Exempt # _____

(must attach copy of certificate)

Years in Business _____ D & B Rating _____

Current Financial Statement attached? YES NO

Purchase _____	Orders/Job _____	Name _____	Required?
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Company Type (*circle one*)

Corporation Partnership Sole Proprietor LLC Government Agency Other (*explain*) _____

Officers/Owners

(1) Name _____ Title _____ SSN _____

Home Address _____

City _____ State _____ Zip _____

(2) Name _____ Title _____ SSN _____

Home Address _____

City _____ State _____ Zip _____

(3) Name _____ Title _____ SSN _____

Home Address _____

City _____ State _____ Zip _____

Company Bank Information

Name _____ and _____ address _____ of _____ Bank _____

Contact _____ Phone _____ Acct. No. _____

Trade References

Name & Address _____

Phone _____ Fax _____

Name & Address _____

Phone _____ Fax _____

Name & Address _____

Phone _____ Fax _____

TERMS AND CONDITIONS OF SALE

STATEMENT: In consideration of credit being extended by Beach Lumber d/b/a Suncoast Contractor’s Supply (“Suncoast”) to Applicant, the Applicant understands and acknowledges: (1) that the information contained herein is being relied upon by Suncoast in its decision to extend Applicant credit; (2) that the Applicant authorizes Suncoast to investigate all information on this application and to utilize credit reporting agencies to gather credit information necessary to determine credit eligibility and hold free from liability all creditors and others who respond to inquiries made by Suncoast; (3) that the Applicant agrees to make payments on the 10th of the month following date of purchase; and (4) that this is a commercial credit application for a business account and that any credit extended to Applicant will be for commercial purposes only and not for personal, family or household purposes.

CHARGE SALES: If Suncoast elects to extend Applicant credit, all invoices are due and payable on or before the 10th of the month next following the month of purchase. A late payment charge of 1.75% (21% APR) will be added to all past due amounts or balance over 30 days old. In case Applicant becomes, or is, insolvent, bankrupt or any proceeding materially affecting its business or property is instituted against Applicant, or Applicant fails to pay Suncoast’s invoices when due, Suncoast shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. Applicant agrees and shall be responsible and obligated to pay all court costs, attorney’s fees, and other expenses incurred by Suncoast in the enforcement of these terms and conditions and the collection and liquidation of all past due amounts and late payment charges due hereunder.

LIENS – Applicant, as an inducement to Suncoast to sell and deliver the items agreed upon, hereby expressly represents to Suncoast that Applicant has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the lien rights of Suncoast to the materials and goods provided or the real property to be improved. No waivers of lien for materials shall be required by Suncoast, until the same have been fully paid for. Upon demand by Suncoast, Applicant shall be obligated to immediately furnish Suncoast with all necessary legal descriptions and all other relevant information necessary for Suncoast to perfect a lien. Applicant agrees to pay for all court costs, recording fees, reasonable attorney’s fees, and other expenses incurred by Suncoast in enforcing its lien rights in the event of default by Applicant to pay according to the terms stated herein. Suncoast retains and Applicant grants Suncoast a purchase money security interest in all materials purchased by Applicant from Suncoast on credit with a right to the return of goods not paid for pursuant to title 9 of the Mississippi UCC.

DELIVERIES AND PURCHASES: Applicant authorizes purchases and deliveries to be made without

signature. Applicant shall have an agent on the job site to receive all materials. In case of agent's absence, Suncoast may, at its option, deliver the same, and the Suncoast driver's signature and statement in writing as to the materials so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered shall become the sole responsibility of the Applicant thereafter and all risks of loss shall be transferred to Applicant. Suncoast shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Applicant's vehicle, even if Suncoast loads or helps load materials in or upon Applicant's vehicle. Applicant hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Applicant's vehicle.

MATERIALS RETURNED: Unless due to Suncoast's error, no materials are to be returned or credit allowed without Suncoast's prior authorization. Authorized return in good condition is credited at invoice prices less 15% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. A purchase receipt must accompany all returns for credit.

MISCELLANEOUS: This agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, whether oral or written, are superseded hereby. This agreement and the rights of the parties hereunder shall be governed by, and interpreted in accordance with the laws of the state of Mississippi, the forum for any dispute that may arise out of or as a result of any dispute concerning this agreement shall be in the state or federal courts of Mississippi.

Authorized Signature _____ Date _____

Print Name _____ Title _____

GUARANTOR INFORMATION:

Individual's Name _____

Home Address: _____

City: _____ State: _____ ZipCode: _____

Home Phone: _____ Cell Phone: _____

S.S.N.: _____ D.O.B.: _____

GUARANTOR BANK INFORMATION:

Name and Address of Bank: _____

Contact: _____ Account Number: _____

As an inducement to Suncoast to extend credit to _____ (herein called "Applicant"), the undersigned Guarantor, in his/her individual capacity, agrees as follows:

1. Guarantor guarantees payment when due of all amounts now or hereafter owed Suncoast by Applicant under Applicant's business account with Suncoast, including both credit transactions relating to the providing of services and the furnishing of materials and all finance charges. Guarantor agrees to pay Suncoast a reasonable attorney's fee and all costs incurred by Suncoast in collecting the guaranteed debt from Applicant or others or in enforcing this guaranty against Guarantor.

2. Guarantor hereby waives all rights of exemption to the extent permitted by law; notice of Applicant's default or non-payment of account; presentment, demand, protest or notice of protest of any instrument; notice of extension, forbearance or modification of the guaranteed debt; or acceptance, alteration or release of any security. Guarantor agrees to remain bound regardless of Suncoast's extension, forbearance or modification of the guaranteed debt; acceptance, alteration or release of any security; failure to assert liens or bond claims or failure to enforce any provisions of this guaranty at any time which failure shall not constitute a waiver; all without notice to or consent of Guarantor. Guarantor waives and relinquishes all rights, including without limitation rights of subrogation, that Guarantor now has or may hereafter have to recover from Applicant or Applicant's property any amounts paid by Guarantor to satisfy all or part of amounts owed Suncoast by Applicant.

3. This is a continuing guaranty which is unlimited in amount and shall remain in force as to all extensions of credit made by Suncoast to Applicant until the close of business on the thirtieth day following the day on which Suncoast receives Guarantor's written notice of termination. Termination of this guaranty shall not affect Guarantor's liability hereunder as to any indebtedness incurred prior to such termination. This Guaranty constitutes the entire agreement between Guarantor and Suncoast, superseding all prior agreements, understandings and representations. If this Guaranty is signed by more than one individual, the liability of the undersigned Guarantors shall be joint and severable.

4. Guarantor agrees that this Guaranty is wholly performable in Harrison County, Mississippi, and that this Guaranty shall be governed by the laws of the State of Mississippi. Guarantor waives the right to be sued other than in Harrison County, Mississippi.

5. Guarantor, if a person, recognizes that his or her individual credit history may be a factor in the evaluation of this personal guaranty and hereby consents to and authorizes the use of a consumer credit report on the undersigned by Suncoast, from time to time as needed, in the credit evaluation process.

The Guarantor has executed this Guaranty effective as of this the ____ day of _____, 20____.

WITNESSED BY:

GUARANTOR'S SIGNATURE:

_____, Individually

Print Name: _____

Print Name: _____

Section below to be filled out by Suncoast.

Date Submitted: _____ Accepted by: _____

Date Approved: _____ Approved by: _____

Credit Limit: _____

Additional Information: _____
