



APPLICATION FOR CREDIT

Please read this agreement carefully before signing. It contains terms and conditions of the Builders Warehouse Account, some of which may have changed from earlier materials provided to you. In the event of any differences, this Agreement shall control.

ACCOUNT INFORMATION

Name of Applicant: _____

Residential Address: _____

Social Security Number (SSN): _____ Fedd. ID No.: _____

Application CANNOT be processed without a valid SSN

Residential Phone: _____ Mobile Phone: _____ Fax: _____

Employer/Business _____

Name Address Phone Fax

Estimated Annual Purchases: _____

Type of Account (select one): Commercial/Business Personal

COMMERCIAL/BUSINESS (if personal, please skip to the Financial Information section):

Type of Business (select one): Sole Proprietor Partnership Corporation L.L.C.

If Partnership, please list names, addresses, telephone numbers and SSN for all partners:

If Corporation, please list:

President: _____
Name Address City State/Zip Telephone

Secretary: _____
Name Address City State/Zip Telephone

Treasurer: _____
Name Address City State/Zip Telephone

If L.L.C., please list names, addresses, telephone numbers and SSN for all members and/or managing members:

Billing Contact: _____
Name Address City State/Zip Telephone

FINANCIAL INFORMATION

Bank: _____ Telephone: _____

Address: _____
Street Address City State/Zip

Account No.: _____ Select all that apply: Checking Savings

CREDIT REFERENCES

Name Address City State/Zip Telephone

Name Address City State/Zip Telephone

Name Address City State/Zip Telephone

TAX STATUS

Are you subject to Sales Tax? Yes No If no, tax exemption form must accompany application.
NO EXCEPTIONS

NE tax exemption number

DO NOT SIGN THIS APPLICATION FOR CREDIT UNTIL YOU READ THE ATTACHED AGREEMENT. By signing below, you certify that you have read and agree to the TERMS AND CONDITIONS OF THE REVOLVING ACCOUNT AGREEMENT attached to this application, and you are authorized to sign this application on behalf of the applicant.

Signature _____ Date _____

Print Name and Title _____

TERMS AND CONDITIONS OF THE REVOLVING ACCOUNT AGREEMENT

To simplify the rest of this Statement, the following definitions will apply throughout. The words *you*, *your* and *yours* mean you, and any person or persons who are also contractually liable under this Agreement; *we*, *us* and *our* refer to Builders Warehouse; Account means the revolving credit *Account* governed by the Agreement.

You agree to comply with and be bound by the terms of the Agreement when you use your Account.

1. You agree to pay for all purchases charged to the Account by you or any person authorized to use the account in accordance with the terms of this agreement. All charges on the account are subject to the prior approval of Builders Warehouse. We have the right to change any terms of this agreement by sending you written notice. Use of the account after such notice will constitute agreement to the revised terms.
2. You agree that purchases and/or deliveries are herewith authorized to be made without your or authorized users' (as set forth below) signatures. If you want to cancel a listed authorized user on this Account, you must notify Builders Warehouse in writing. If you believe someone is using this Account without your permission or authorization, you will notify Builders Warehouse immediately. You understand you will be liable for unauthorized charges on the Account.
3. You grant to Builders Warehouse a security interest under the Uniform Commercial Code in all merchandise charged to the account. **NOTICE: If you fail to make payments as agreed, or am otherwise in default, Builders Warehouse can repossess any merchandise which has not been paid in full.** Builders Warehouse waives any lien on your principal dwelling, except liens created by a court judgment or acquired by a filing against real estate as provided by statute. No merchandise purchased under this agreement is intended to serve as collateral or security for any other purchase.
4. If you charge a service contract or extended warranty to the Account, you agree that Builders Warehouse may, upon default, contact the issuer, cancel the contract or warranty, and collect the unearned premium, if any, for application against the Account balance.
5. Payments and Finance Charges: You understand that Builders Warehouse DOES NOT ACCEPT credit cards as payment on store accounts. **NO EXCEPTIONS.** You understand that all invoices are due and payable **IN FULL** on or before the tenth of the month following purchases, as stipulated on the invoice. Any amount that becomes 30-days past due shall be subject to a 1.33% service charge per month. In the event it becomes necessary to incur collection costs or institute a suit to collect the unpaid amounts due under this agreement, or any portion thereof, you promise to pay such additional cost, charges, accrued service charges and reasonable attorney fees incurred in the collection of such amounts.

6. Privacy: You understand that Builders Warehouse may investigate your credit, employment, and income records and verify your credit references. Builders Warehouse will not release this information about this Account to any other party without your prior permission or legal process, unless you are in default, you violate the terms of this Agreement, or you file a petition in bankruptcy, in which case Builders Warehouse may release information about your Account to third parties who may assist in enforcing our rights under this Agreement.
7. Other Charges and Fees: **NOTICE: If you fail to make payments as agreed, Builders Warehouse may charge you a late charge. After 10 days beyond the date due, Builders Warehouse may charge me 5% of the unpaid amount, or \$5.00, whichever is greater, not to exceed \$15.00.**
8. Bad check charge: You agree to pay a charge if a check given as payment to us is returned or a check you have written on your Account is not honored by us. The amount of the charge is \$__.
9. This contract shall be construed under the laws of the State of Nebraska.
10. It is Builders Warehouse's intent to comply with all state and federal laws and regulations which might cover any transaction under this agreement. Consequently, if there is a conflict between any term or condition of this agreement and applicable federal and state law or regulation, this agreement will be interpreted in such a way as to conform with the requirements of such law or regulation.
11. Severability. It is agreed that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
12. In consideration of credit being extended by Builders Warehouse to applicant, applicant certifies the truthfulness and veracity of the statement appearing above, and applicant guarantees and binds himself/herself to the faithful payment of all amounts purchased or now owing, by applicant, or any other person, firm or corporation for applicant's benefit.
13. **AUTHORIZED SIGNATURE ATTESTS TO APPLICANT'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY INVOICES ACCORDING TO TERMS SET FORTH BY BUILDERS WAREHOUSE.**

If Personal:

Signature: _____ Date: _____

Printed Name: _____

If Commercial/Business:

Company Name: _____ Date: _____

Authorized Agent's Signature: _____

Printed Name: _____

Job Title _____

Authorized Users (please print): _____

In consideration of Builders Warehouse extending credit to applicant in order to make purchases from Builders Warehouse under the terms of the Agreement, I agree to personally guaranty payment of the debt, including any reasonable attorney's fees and court or other collection costs as permitted by law and as incurred. In the event of any default, I agree that Builders Warehouse can enforce this guaranty, without first proceeding against the applicant. I understand that any negative information including failure to make required payments on the Account may be reported to the appropriate reporting agency.

Personal Guarantor Signature _____

Date _____