

Groom & Sons' Hardware & Lumber, Inc.
Credit Application

Account Name _____

Mailing Address _____

Physical Address _____

(If more than one location is required for delivery a separate job sheet must be filled out.)

City _____ State _____ Zip _____ Date Started _____

Phone No. _____ Cell Phone No. _____

Purpose of Account: Personal _____ Business _____ Both _____

Interim Financing _____

Complete this section if account is for business purposes:

Structure of Company: Corporation _____ Partnership _____ Proprietorship _____

If a Corporation: Year & State of Incorporation _____

Authorized to do Business in Texas Yes No

Registered Agent and Address _____

Charter No In Texas _____ In Good Standing? (All Franchise Taxes Paid?) _____

Federal Tax ID No. _____ Sales Tax Exempt No. _____

(If exempt from sales tax, please attach certificate)

Officers, Partners, Owners:

Name	Position/Title	Home Address	Phone No.	SSN
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Financial Reference

Institution	Contact	Address	Phone	Account No
Checking _____				
Savings _____				
Loan _____				

Purchase orders required on all purchases? _____ **My monthly purchasing needs are \$** _____
(I understand that a smaller amount may be granted)

The company or individual indicated below, as Purchaser, hereby submits the above application and by execution of this application, warrants and represents that the statements furnished above true and correct Purchaser further expressly agrees that all the purchases now made and which may hereafter be made from Groom & Sons' Hardware and Lumber, Inc. as Seller, shall be upon the following terms and conditions:

Terms and Conditions

1. Terms of sale are net 10th day of the month following the month of sale unless otherwise expressly agreed upon by Seller.
2. All merchandise returned for credit is subject to inspection by Seller, which shall not be obliged to accept any damaged, mutilated, altered, or otherwise un-salable merchandise for return as determined by Seller in its sole discretion. In no event will Seller be liable for any monetary damages with respect to any merchandise sold to Purchaser, and Purchaser's sole remedy for any defects in the merchandise or otherwise, shall be, at Seller's option to repair or replace the merchandise or credit Purchaser's account.
3. All invoices and billings are payable in Mabank, Henderson County, Texas at the office of the Seller, 1310 South 3rd Street, Mabank, Texas 75147 (P O Box 1150) and Purchaser agrees to make payments as required at said place and in accordance with conditions hereof
4. Seller makes no warranty or guarantee of any kind whatsoever with respect to the merchandise purchased by Purchaser, including without limitation and implied warranty of merchantability or fitness for a particular purpose. Purchaser hereby acknowledges that, as between Seller and Purchaser, all of such merchandise is being purchased on an AS IS, WHERE IS basis. The foregoing limitation is not intended, however, to limit any warranty or guarantee, if any which the original manufacturer of the merchandise may provide
5. In the event Purchaser defaults in making payment for any purchases made pursuant hereto, or fails to comply with any of the terms and conditions of the invoices on which same shall be purchased, or if a proceeding in bankruptcy, receivership or insolvency be instituted by or against the Purchaser or his property, the Seller shall have the right, at its election, with or without notice or demand, to declare the entire account of Purchaser to be immediately due and payable. Further, in any such event, Seller, seller's agent or any sheriff or other officer of the law may take immediate possession of the said property without notice or demand, and for this purpose Seller or its agent may enter upon the premises where said property may be and remove same. Purchaser agrees to pay all costs, charges, expenses, and disbursements including expenses and reasonable attorney's fees, incurred by the Seller, and if the Seller repossesses said property by confiscation Seller may sell same with or without order of Court without being liable for conversion or damages therefore.
6. This application, together with any invoice provided by Seller in connection with the sale of any merchandise to Purchaser, shall constitute the entire agreement between Seller and Purchaser and may not be amended, modified or altered in any respect except by writing executed by both parties
7. This agreement shall be governed by, and construed in accordance with the laws of the State of Texas.
8. Any account with an unpaid, past due balance at the close of business on the 26th day of the month will be assessed finance charges at the annual rate of eighteen percent (18 00%). This annual rate is subject to change to the maximum amount allowed by law. Any account with an unpaid balance dating over 90 days is subject to be turned over to a third party collection agency and Purchaser will be liable for all reasonable collection costs and legal fees.
9. Any account unpaid at the close of business on the 15th day of the month will be automatically closed. Any attempt to make a purchase after the 15th day of the month will automatically be declined and can only be overridden by obtaining approval from Terry or Roger Groom.
10. Applicant authorizes Groom & Sons' Hardware & Lumber, Inc. to check all financial and credit references and obtain credit bureau information without recourse.

All accounts, business or personal, require a personal guarantee.

By signing as personal guarantor, I understand I can be held PERSONALLY liable for this debt.

Personal Guarantor Name _____

Address _____

Social Security No _____ Drivers License No. & State _____

If this is a business account - Relationship to Corporation: _____

Signature: _____ Date: _____

Groom & Sons' Hardware & Lumber, Inc.

Charge Authorization Sheet:

Account Number: _____ Account Name: _____

The following individual(s) is authorized to charge on the above account:

Authorized by: _____ Title: _____

Discounts & Contractor Pricing

We at Groom & Sons' are proud to be able to offer special pricing and discounts to our most loyal customers. **Cash and charge accounts are assigned discounts based on threshold volume of customer purchases.** Accounts are monitored from time to time to ensure that volume levels are eligible to receive these discounts. All pricing changes are applied to your account number and are consistent at **all** of our customer service counters. Most "In Store" items are assigned discounts at the end of sale with a "Total Discount" line item near the bottom of your ticket. **Some items are not discountable.** "Non-Discount" items have an * marked beside the price. Most outside items are re-priced upon entry and denoted by a "C" beside the item price. You **will not** see a visible "Discount" line item for these items. If you have any questions concerning pricing on "C" items, our staff can give you a **confidential** price comparison for such items. We ask that you and anyone authorized to charge on the account to keep your price plan confidential, as these prices are not available to everyone. Again, inside or outside items marked with an * are already priced as low as possible, and no further discounts are available. We hope this will help you to understand your pricing system. If you ever have any questions, please feel free to contact us. Thank you for allowing Groom & Sons' to serve you with all of your building and hardware needs.

Groom & Sons' Hardware & Lumber, Inc.

Fax # 903-887-6634

(must complete form for each job – missing information will delay job set up)

Job Information Sheet

Customer # _____ Estimated Job Costs \$ _____

Job # _____ (limit three numbers) Job Name: _____

Street Address: _____ Subdivision: _____

Legal Address _____ County: _____

City: _____ State: _____ Zip: _____

Start Date: _____ Completion Date: _____

General Contractors Name: _____

Address: _____ City: _____

Telephone # _____ Contact Name: _____

Home Owner's Name: _____

Primary Address: _____

City: _____ State: _____ Zip: _____

Financing: Cash _____ Credit Card _____ Bank Finance _____

Name of Bank & Loan Officer: _____

Is there a written contract between you or the original contractor and the owner? Yes No

Is/will property be homesteaded? Yes No

Is it filed in the deed records of the county? Yes No

If so, please give volume and page number: _____

Is it signed by BOTH spouses? Yes No

Purchase order required? Yes No Monthly purchasing needs: \$ _____

Copies of statements will be made available to owners upon owners' request.

Salesperson: _____ Credit Approved: _____

Comments: (special billing, handling, etc...)

Signature of Account Holder: _____ **Date:** _____

TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit)	
<input style="width: 95%;" type="text"/>	<i>(Mexican retailers must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)</i>

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____


Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree

 Purchaser	Title	Date
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TRADE REFERENCES

COMPANY NAME	
COMPANY ADDRESS	
ACCOUNT NUMBER	
PHONE NUMBER	
FAX NUMBER	

COMPANY NAME	
COMPANY ADDRESS	
ACCOUNT NUMBER	
PHONE NUMBER	
FAX NUMBER	

COMPANY NAME	
COMPANY ADDRESS	
ACCOUNT NUMBER	
PHONE NUMBER	
FAX NUMBER	

COMPANY NAME	
COMPANY ADDRESS	
ACCOUNT NUMBER	
PHONE NUMBER	
FAX NUMBER	