



- CONTRACTOR REMODELER MUNICIPALITY RESTORATION COMPANY
 HOME OWNER BUSINESS CHURCH OTHER _____

CREDIT APPLICATION & SALES AGREEMENT

ACCOUNT INFORMATION

Full Company Name OR Homeowner(s) full name - *if not a business* _____

Doing Business As (DBA) _____ Business Phone # _____ Business Fax # _____

Mailing Address _____ City _____ State _____ Zip _____ Phone # _____

Federal Tax ID _____ State of Incorporation _____ Year Business Established _____

Company Type: Sole Proprietorship Partnership Corporation LLC LLP Other _____

Company Email _____ Schillings Sales Rep _____

PRINCIPALS OF COMPANY OR HOMEOWNER (if not a business, property owners as listed on the warranty deed)

President, Owner, or Homeowner - *if not a business* _____ D.O.B. _____ Social Security # _____

Home Address _____ City _____ State _____ Zip _____

Vice President, Partner, or Homeowner - *if not a business* _____ D.O.B. _____ Social Security # _____

Home Address _____ City _____ State _____ Zip _____

Secretary or Treasurer _____ D.O.B. _____ Social Security # _____

Home Address _____ City _____ State _____ Zip _____

BANK INFORMATION

Bank Name & Branch _____ Account Contact _____ Phone # _____

TRADE REFERENCES

NAME	ADDRESS	PHONE NUMBER	ACCOUNT NO./CONTACT

CREDIT AGREEMENT

In consideration for the extension of credit to the undersigned from Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc, as applicable, (collectively referred to hereafter as the Seller), the undersigned (hereafter referred to as the Buyer) acknowledges and agrees to all the following provisions:

- All invoices shall be paid net on or before the 15th of each month unless a draw payment schedule for new construction is approved in writing prior to the first delivery. A 1.5% per month (18% per annum) late fee will be added to all balances not paid by the 30th of each month.
- The terms and conditions set forth on the reverse side hereof shall apply with respect to all transactions between the Seller and the undersigned (Buyer).
- The undersigned authorizes the Seller to verify and exchange all necessary information pertaining to its account with all credit sources including, but not limited to, the ones listed above.
- The undersigned certifies that the contents of this statement are true and accurate and that no material omission of fact is contained herein.
- In the even of default the buyer agrees to reimburse the seller for all reasonable cost of collection including court costs and attorney fees.

If not a business, Homeowner(s) sign below:

BUSINESS NAME _____

HOMEOWNER _____

Owner as listed on deed

SIGNER'S SIGNATURE _____

Personal signature required

HOMEOWNER _____

Owner as listed on deed

SIGNER'S NAME _____

Print name & title

DATE _____

DATE _____

TERMS & CONDITIONS OF SALE:

The terms and conditions set forth below shall apply with respect to all transactions between the undersigned Credit Applicant (Buyer) and Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc. as applicable (Collectively referred to as Seller). Buyer agrees that any and all sub-accounts (addresses to which Buyer requested material to be ordered for and/or delivered to) are part of this account and will be subject to these same terms and conditions.

1. SALES: Prices on estimates are subject to change. Quantities on estimates are for estimating purposes only and do not constitute a contract. Quantities needed to complete your job may be greater or less than those estimated. This account will not have restricted access and the Buyer (company and/or individual) will be responsible for all charges unless Seller is notified in writing of all individuals who are/are not allowed to make charges. In case the Buyer becomes, or is, insolvent, bankrupt, or any proceeding materially affecting his business or property is instituted against Buyer, or Buyer fails to pay Seller's invoices when due, Seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition Buyer shall be responsible and obligated to pay all court costs, reasonable attorney fees, and other expenses incurred by the Seller in the collection and liquidation of Buyer's past due charges. In the event of dispute, the laws of the State of Indiana will apply and in which Indiana would be the forum for the court proceedings.

2. DELIVERY: All materials when delivered and receipted for shall become the sole responsibility of Buyer thereafter and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle, even if Seller loads or helps load materials in or upon Buyer's vehicle. Buyer 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 Buyer's vehicle. Freight and toll charges may be applicable.

3. MATERIALS RETURNED: Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. Authorized returns in good condition are credited at invoice price less a pick up/restocking charge and must be in resalable condition. Special ordered, non stock merchandise may not be returned. All returns for credit must be accompanied by a purchased receipt.

4. PAYMENT: Seller will not accept credit cards for payment on this account and Seller reserves the right to refuse payment by check or draft. If a check or draft accepted by Seller is returned by the drawer's bank unpaid, for whatever reason, Buyer agrees to pay Seller for the costs incurred by Seller to collect the funds stated in the check or draft. All invoices shall be paid net on or before the 15th of each month unless a draw payment schedule for new construction is approved in writing prior to first delivery. A 1.5% per month (18.0% per annum) late fee will be charged on all balances not paid by the 30th of each month. Draws required in lieu of payment by the 15th of the month shall be: 1st Draw - Under Roof, 2nd Draw - Windows installed, and 3rd Draw - Finished Interior.

5. MECHANICS LIENS: It is our standard procedure to pre-lien and lien property as it becomes necessary by the laws of Indiana, Illinois, and Michigan. Buyer, as an inducement to Seller to sell and deliver the items agreed upon, hereby expressly represents to Seller to sell and deliver the items agreed upon, hereby expressly represents to Seller that Buyer has not done and will not do, either directly or indirectly, anything whatsoever which has or will have the effects of releasing, waiving, or surrendering the Mechanic's Lien rights of Seller to the property to be improved. No Waivers of Lien for materials shall be required of Seller until the same shall have been fully paid for. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Seller in securing Seller's Mechanics Lien rights in the event of default by the Buyer to pay according to the terms of this credit application.

GUARANTEE AGREEMENT In consideration of the extension of credit granted by Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc. (Seller), the undersigned does hereby unconditionally guaranty payment of whatever the amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to the Seller on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals, or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any or incurred by the Seller in collection of any or all amounts owed them by the credit applicant or in enforcing the guaranty agreement. The guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc. All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by the Seller.

SIGNATURE	PRINT NAME	DATE
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The Schilling Family thanks you for your business!

FOR OFFICE USE ONLY:			
Employee Receiving Application: _____	Date: _____	Account #: _____	Open by: _____
IN RB _____	IN RB _____	B _____	C _____
T _____	S1 _____	S2 _____	Date Account Processed: _____
Approved: _____	Declined: _____	Schilling Salesperson: _____	Kitchen Designer: _____
			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>