



CREDIT APPLICATION

(Note: This application has a front and back)

Date: _____

Barrons Enterprises, Inc. • 23 W. Diamond Avenue • Gaithersburg, MD 20877 • (301) 948-6600

Trade Name ("The Business")		Corporation Name ("The Business")			
Street Address		City	County	State	Zip
Phone	Fax No	Tax ID	With respect to your office space, do you: <input type="checkbox"/> Rent <input type="checkbox"/> Own <input type="checkbox"/> Office is in Home		
Type of Business <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Remodeler			Business Organized as: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
Type of Construction Performed		P.O. Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	How Long in Business?	Where Incorporated	Home Office Location
Person to Contact for Payment:		Phone number	Accounts Payable / Office Email Address		
Has your Company or any of its owners, partners, or officers ever filed a voluntary petition in Bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? _____					
OWNER'S INFORMATION					
Principal Name and Title			Principal Name and Title		
Home Address		County	Home Address		County
City	State	Zip	City	State	Zip
Home Phone No.	S.S. No.	% Ownership of Company	Home Phone No.	S.S. No.	% Ownership of Company
Email Address		Cell Phone No.	Email Address		Cell Phone No.
Concerning Your Home: <input type="checkbox"/> I Rent <input type="checkbox"/> I am the sole owner <input type="checkbox"/> I am a joint owner with : _____			Concerning Your Home: <input type="checkbox"/> I Rent <input type="checkbox"/> I am the sole owner <input type="checkbox"/> I am a joint owner with : _____		
PRINCIPAL SUPPLIERS					
Name	Acct No.	Phone No.	Name	Acct No.	Phone No.
Address		FAX No.	Address		FAX No.
City	State	Zip	City	State	Zip
Name	Acct No.	Phone No.	Name	Acct No.	Phone No.
Address		FAX No.	Address		FAX No.
City	State	Zip	City	State	Zip
BANK REFERENCES					
Name	Street Address		Account Number:		
City	State	Zip	Phone No	Contact	
I understand that this information is given in confidence and I authorize Barrons to do periodic credit checks and to contact my bank and suppliers for credit references. The undersigned further consents to the Terms of Account and Conditions of Sale as set forth on the back of this application or following page of facsimile transmission.					
Business Name: _____			Officer's Signature: _____ Seal		
Officer's Title: _____			Printed Name: _____ Date: _____		
GUARANTEE OF TERMS OF ACCOUNT					
In consideration of, and as an inducement for the extension of credit by Barrons Enterprises, Inc. (Barrons) to the above-named business, and any successors, assigns, commonly-held companies, related companies, or subsequently-formed entities, or designated job accounts ("The Business"), the Guarantors hereby personally and jointly and severally guarantee to Barrons, its successors and assigns, the full and prompt payment of all monies due and owing by The Business to Barrons including all sums set forth in the Terms of Account and Conditions of Sale printed on the back hereof (which the undersigned have read) regardless of how The Business' accounts may be titled. This Guarantee is absolute, unconditional, and shall be enforceable against the undersigned Guarantors, their successors and assigns, with or without suit and without the necessity of notice of non-payment or non-performance by The Business. The Guarantors, expressly agree that this Guarantee shall not be terminated, affected or impaired by the taking of action, or the failure to take action by Barrons against The Business. This Guarantee shall be a continuing one, and the liability of the Guarantors shall not be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of credit, time to make payment, or any other modification of the Terms of Account and Conditions of Sale, notice of same being expressly waived. As guarantors of this account, the undersigned hereby consent(s) to periodic checks of my/our credit. This Guarantee shall also apply to all amounts now owing by The Business to Barrons as well as any increases in the line of credit extended pursuant to the Terms of Account and Conditions of Sale herein described. This Guarantee shall apply to all accounts for The Business with Barrons, and shall be governed by the laws of the state of Maryland or the Commonwealth of Virginia at the sole discretion of Barrons. Further, guarantors hereby consent to jurisdiction for all matters arising under this Guarantee in the Courts of the State of Maryland or the Commonwealth of Virginia at the sole discretion of Barrons. [NOTE: <u>DO NOT</u> PLACE ANY CORPORATE SEALS OR ANY TITLE INDICATING ANY CAPACITY NEXT TO YOUR PERSONAL SIGNATURE]					
Signature: _____ Seal			Signature: _____ Seal		
Printed Name: _____			Printed Name: _____		

No Corporate Seals or Titles in this Section Please!

TERMS OF ACCOUNT AND CONDITIONS OF SALE

The following terms and conditions apply to all sales, including direct shipments arranged by Barrons Enterprises, Inc. (Barrons). The officer's, partner's, owner's or agent's signature on this credit application indicates acceptance of the following terms:

1. Barrons is authorized to charge to the above account all orders by the The Business and Guarantors, or agents until such time as written notice by certified mail to the contrary is received by Barrons Lumber.
2. Should payment in full for any charge(s) not be received by Barrons on or before the 28th day of the month following the month of delivery of merchandise any unpaid balance of said charge or charges will incur a finance charge of 2% per month and will be added to the account and become a liability of the The Business and Guarantor(s). It is understood that this account shall be in default if payment in full for any month's charges is not received by Barrons on or before the 28th day of the following month. The Business and Guarantor(s) agrees, upon default, to pay an additional 25% of the total account balance as attorney and/or collection fees.
3. All goods and prices for the goods shipped by Barrons, or by direct shipment from Barrons' supplier or manufacturer are shipped FOB, place of shipment unless otherwise stated in writing. The Business and Guarantor(s) agrees to assume all risk of loss and carry the necessary insurance for FOB place of shipment.
4. Unless otherwise stated, all orders and estimates do not include and are subject to applicable federal state and local taxes, said taxes also being a liability of The Business and Guarantor(s).
5. The Business and Guarantor(s) agrees to hold Barrons harmless from all damages including but not limited to delay damages.
6. The Business and Guarantor(s) agrees to make payment for said goods according to the terms provided herein.
7. The Business and Guarantor(s) agrees to examine goods upon receipt and make claim for any damage or shortage at time of delivery.
8. The Business and Guarantor(s) agrees that Barrons, in its sole discretion, may take back certain items for credit. If Barrons decides to accept items returned for credit a restock charge will be assessed.
9. This credit agreement is made in the state of Maryland or the Commonwealth of Virginia and is to be performed in either jurisdiction by reason of the orders placed and payments required to be made to Barrons. This credit agreement and terms of sale shall be interpreted and governed by the laws of the State of Maryland or the Commonwealth of Virginia where applicable. The Business and Guarantor(s) its successors and assigns agrees to personal jurisdiction and venue for any legal proceeding to enforce the terms of sale and this agreement, including payment, may be brought at Barrons' sole discretion, in the applicable Federal and State Courts of competent jurisdiction in and for Montgomery County, Maryland or the jurisdiction where payments are due subject to the Federal Fair Debt Credit Practices Act for consumer related purchases only. All parties to this Agreement hereby waive trial by jury in any action relating to or arising out of the relationship between Barrons and The Business and Guarantor(s).
10. Barrons shall be notified in writing by certified mail of any change to The Business and Guarantor(s) name or legal status. The Business and Guarantor(s) will explicitly state the original entity's name and the new entity name and /or status change. The Business and Guarantor(s) name or legal status and such change shall become effective thirty (30) days after receipt of notice by Barrons. Failure to give such actual notice to Barrons shall allow Barrons to rely on the continuing business transaction of The Business and Guarantor(s) and all personal guarantees provided therefore. Upon such change, The Business and the Guarantor(s) agree to re-execute a new credit application and Guarantee of Terms of Account.
11. Barrons makes no warranties, explicit or implied, for goods supplied. Warranties, if any, are supplied through the manufacturer and The Business and Guarantor(s) agrees that Barrons shall not be liable for any manufacturing or shipping defect and agrees to hold harmless Barrons for any damages resulting from any manufacturer or shipping defect.
12. The Business and Guarantor(s) agrees to accept delivery of all orders placed for merchandise that is not normally stocked by Barrons or that requires custom manufacturing or assembly (special orders) within 30 days of receipt of that merchandise by Barrons. If The Business and Guarantor(s) fail to do so, Barrons, in its sole discretion may charge the The Business and Guarantor(s) the price of the goods ordered. These amounts become a liability of the The Business and Guarantor(s). Barrons shall have the right to dispose of the goods in any manner chosen by Barrons in Barrons' sole discretion after 60 days, following receipt of said merchandise by Barrons.
13. The undersigned warrants that the information provided on the front hereof is true, and authorizes Barrons to investigate The Business and Guarantor(s) credit and financial responsibility through any method at Barrons disposal both prior to granting credit and anytime thereafter at Barrons' sole discretion.
14. If any of the provisions of this Agreement is held to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.
15. The terms and conditions of all sales of products between Barrons and The Business and Guarantor(s) shall be governed solely by the terms and conditions set forth in this Agreement. No contrary terms in any purchase order, notice of acceptance or similar document shall apply to sales made to Applicant by Barrons pursuant to this Agreement. The Business and Guarantor(s) hereby authorize Barrons to accept purchases and make deliveries without signatures of receipt.
16. Any waiver by either party of any breach or failure in the performance of the other party of its obligations hereunder, shall not constitute a waiver of any subsequent breach or failure. No waiver shall be binding unless set forth in writing and signed by the party agreeing to such waiver.
17. This Agreement contains the entire Agreement between the parties. There are no promises or other agreements, oral or written, expressed or implied, among the parties other than as set forth herein. This Agreement shall not be modifiable, except in writing, signed by the parties hereto, which writing shall make specific reference to this Agreement.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal agency that administers this program is The Federal Trade Commission, Consumer Response Center – ECOA, Washington, D.C. 20580, Phone (202) 326-3761

