

Spenard Builders Supply



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CONSUMER CREDIT APPLICATION

Individual Account Joint Account

APPLICANT INFORMATION

LAST NAME:		FIRST NAME:		MIDDLE NAME:		SOCIAL SECURITY #:	
ADDRESS:							
CITY, STATE, ZIP:						YEARS THERE:	
TELEPHONE:		MOBILE NO:		E-MAIL:			
PREVIOUS ADDRESS (if less than 3 years at present):							
CITY, STATE, ZIP:						YEARS THERE:	
EMPLOYER:		YEARS THERE:	POSITION:		*GROSS MONTHLY INCOME:	*NET MONTHLY INCOME:	
					\$	\$	
EMPLOYER'S ADDRESS:			CITY, STATE, ZIP:			PHONE:	
PREVIOUS EMPLOYER (if less than 3 years at present):				POSITION:		YEARS THERE:	

* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

CO-APPLICANT INFORMATION

LAST NAME:		FIRST NAME:		MIDDLE NAME:		SOCIAL SECURITY #:	
ADDRESS:							
CITY, STATE, ZIP:						YEARS THERE:	
TELEPHONE:		MOBILE NO:		E-MAIL:			
PREVIOUS ADDRESS (if less than 3 years at present):							
CITY, STATE, ZIP:						YEARS THERE:	
EMPLOYER:		YEARS THERE:	POSITION:		*GROSS MONTHLY INCOME:	*NET MONTHLY INCOME:	
					\$	\$	
EMPLOYER'S ADDRESS:			CITY, STATE, ZIP:			PHONE:	
PREVIOUS EMPLOYER (if less than 3 years at present):				POSITION:		YEARS THERE:	

* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

BANK INFORMATION

CHECKING (Financial Institution Name):		ACCOUNT#:		BALANCE:		PHONE:	
				\$			
SAVINGS (Financial Institution Name):		ACCOUNT#:		BALANCE:		PHONE:	
				\$			
BROKERAGE HOUSE (Financial Institution Name):		ACCOUNT#:		BALANCE:		PHONE:	
				\$			

Other Authorized Buyers

1. _____ 2. _____
 3. _____ 4. _____

CREDIT AGREEMENT

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter "Applicant") by ProBuild Holdings LLC, any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following sale or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees. (4) Seller is not required to accept payment of any account balance by the use of credit cards, but in the event it agrees to accept such payment, Applicant agrees to pay a service fee equal to 2% of the account balance paid via credit card.

In the absence of a default under the payment terms set forth herein, all payments on Applicant's account shall be applied as specified by the Applicant's written instructions. In the absence of any such direction, payment shall be applied as follows: (a) first to any accrued and unpaid interest, and (b) to any other amount then due, oldest to newest. After a payment default has occurred and is continuing, payments may be applied by Seller to amounts owed in such order as Seller shall determine, in its sole discretion. In order to defray the cost of customer account administration, any credit balance or other sum owed to Applicant which remains unclaimed by Applicant for a period of 12 months will become property of Seller.

Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct and complete.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER.

Applicant agrees that all funds owed to Applicant from anyone, or received by Applicant (such as from a general contractor or owner of a project into which Seller's materials are incorporated), to the extent that those funds result from the labor or materials supplied by Seller, such funds shall be held in trust for the benefit of Seller ("Trust Funds"). Customer agrees that it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit seller all such Trust Funds no later than on demand.

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Applicant waives any provision of law, which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT, INCLUDING BANK REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

Applicant Signature **X** _____ Arizona only
(Signed in my individual capacity) married Date _____
single

Co-Applicant Signature **X** _____ Arizona only
Date _____
 married
 single

(Signed in my individual capacity)