



1200 Lebanon Pike | Nashville, TN 37210
615.244.4923 | 1.800.533.1948 | (fax) 615.259.2907
capitolwholesale.com

Dealer Credit Application

A copy of your Business License AND a copy of your latest financial statement must be sent in with this form

Full Name of Business: _____

Physical Address

Street _____ City _____ State _____ Zip _____

Mailing Address (if different)

Street _____ City _____ State _____ Zip _____

Contact Info

Phone # _____

Mobile # _____

Fax # _____

E-mail Address _____

Who are the principles of this organization?

Name _____ Title _____ S.S. # _____ Home Address _____

Who is your nearest relative?

Name, Street Address, City, State, Zip, Phone# _____

Which type of business are you organized as?

Sole-Proprietor _____ Partnership _____ LLC _____ Incorporated _____ State business is organized in _____

Is this business within the City Limits? _____

In what County are you located in? _____

What is your major business activity? _____

Credit Limit Requested: \$ _____

Years in Business: _____

What bank do you have your business accounts with?

Bank Name _____

Account # _____

Street Address, City, State, Zip _____

Phone # _____

Do you pledge or borrow on your Accounts Receivable? _____ From whom? _____

Do you pledge or borrow on your inventory? _____ From whom? _____

Present dollar amount of inventory: \$ _____ Amount of lien: \$ _____

Present dollar amount of A/R: \$ _____ Amount of lien: \$ _____

Present dollar amount of equipment: \$ _____ Amount of lien: \$ _____

Accounts Receivable 1-30 Days \$ _____ 31-60 Days \$ _____ Over 60 Days: \$ _____

Do you own business property? _____ (If yes) Value \$ _____ Mortgage Owed \$ _____

CREDIT REFERENCES (Include present fence material providers)

Name _____ Address _____ Telephone # _____

AGREEMENT

Buyer will place orders with Capitol Wholesale Fence Co., Inc. and each purchase order along with this agreement and a bill of lading or other proof of delivery shall constitute the entire agreement between the parties. Any agreement so made shall be governed by the law of Tennessee.

For the purpose of obtaining goods and inducing Capitol Wholesale Fence Co., Inc. to extend credit, the above credit information in writing is made by the undersigned "Buyer" intending that you should rely on same as correct. If granted credit, your regular terms of payment as stated on each invoice will be adhered to, and it is agreed that a time price charge of two and one-half (2-1/2%) percent per month will accrue on all amounts over thirty (30) days past due. It is also understood that if the account is placed in the hands of any attorney for collection, we agree to pay a reasonable attorney's fee and all expenses incurred in its collection. Furthermore, the undersigned consents to be sued in _____ County, Tennessee, in any Court of competent jurisdiction by service of process pursuant to Tennessee Code Annotated 20-2-201, et. sea or any other authorized method of service upon the undersigned. And the undersigned specifically agrees that any purchase from Capitol Wholesale Fence Co., Inc. shall be construed to constitute a contract which was made, and which was performed, in the State of Tennessee in compliance with the above-referenced Code Sections.

Delivery of goods to common carrier of licensed trucker shall constitute delivery to Buyer, and all risks of loss or damage in transit shall be borne by Buyer.

Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts or regulations, and other causes beyond Seller's control.

All claims which the undersigned may have against Capitol Wholesale Fence Co., Inc. including claims of warranty and/or nonconformity, must be made in writing to Capitol Wholesale Fence Co., Inc. within ten (10) days after receipt of the goods. In the event the financial condition of the Buyer as reflected herein, is reduced by twenty (20%) percent, the Buyer agrees to notify Capitol Wholesale Fence Co., Inc. prior to placing new orders. Capitol Wholesale Fence Co., Inc. may change its payment terms at any time and without notice. Capitol Wholesale Fence Co., Inc. may ship C.O.D. to Buyer any time Buyer's account is past due. Capitol Wholesale Fence Co., Inc. may deny credit for any reason and without notice.

This agreement may not be changed or terminated orally, and no change, termination or waiver or any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced.

Signature

Date

Social Security #

(Clearly printed name of person signing)

Signature

Date

Social Security #

(Clearly printed name of person signing)

PERSONAL GUARANTY

This is a continuing, unconditional Guaranty. The undersigned hereby guarantees the payment and performance of all obligations between the Buyer and Seller herein. The undersigned hereby waives notice of acceptance, note of debtor's delinquency or default, any variance of the terms or extensions of times, and specifically acknowledges and agrees that Capitol Wholesale Fence Co., Inc. may assert its legal rights under this Guaranty against the undersigned without prior assertion of rights against the Company.

Signature

Date

Social Security #

(Clearly printed name of person signing)

Signature

Date

Social Security #

(Clearly printed name of person signing)