

# **Commercial Credit Application INSTRUCTIONS**

- 1) All unsigned applications will be denied and returned.
- 2) Date of Execution AND Place of Execution must be completed.
- 3) The social security number /other ID number.
- 4) Copy of photo ID is required.
- 5) There must be a valid physical mailing address. Your billing statements will be sent to this address.
- 6) There must be at least 1 personal guaranty signing on the Account EVEN if there is only 1 account holder.
- 7) The original signed copy must be delivered to the Credit Department.
- 8) Mark box on application to select if customer will receive paper invoices or email invoices. You must notify the Credit Department of any changes in writing.

# Commercial Credit Application

I, the undersigned party, acknowledge that I am of the full age of majority, of sound mind, knowing how to read and to write, and how to sign for myself and/or the Account Holder as its agent, and that I have read this Credit Agreement entitled "Commercial Credit Application" (herein referred to as "Agreement") fully before executing, and that I have willingly executed this Agreement on the date set forth hereinbelow at one of the following locations or mailed an executed Agreement to one of the following locations for the purpose of opening a credit account with one or more of the following DABM entities – (1) Doug Ashy Building Materials, Inc., (2) Doug Ashy Flooring & Decorating Center, L.L.C. at 4950 Johnston Street, Lafayette, LA 70503, (3) Doug Ashy Building Materials – Verot School Rd., L.L.C. at 1601 Verot School Road, Lafayette, LA 70508, (4) Doug Ashy Building Materials of Rayne, Inc. at 302 Texas Avenue, Rayne, LA 70578, (5) Doug Ashy Building Materials of New Iberia, Inc. at 3206 E. Old Spanish Trail Road, New Iberia, LA 70560, (6) Doug Ashy Building Materials - Ville Plate, L.L.C. at 719 Dardeau Street, Ville Platte, LA 70586, (7) Doug Ashy Building Materials - Breaux Bridge, L.L.C. at 1805 Rees Street, Breaux Bridge, LA 70517, (8) Doug Ashy Building Materials – Northshore, L.L.C. d/b/a Poole Lumber Company at 1815 N. Columbia Street, Covington, LA 70433, (9) Doug Ashy Building Materials – Lake Charles, L.L.C. at 1910 E. McNeese St, Lake Charles, LA 70607, (10) Louisiana Drywall, Roofing and Specialties, L.L.C. at 303 Galbert Road, Lafayette, LA 70506 (hereinafter referred to as the "Company" or "Creditor"); and I further acknowledge that the below information is furnished to obtain credit and is warranted to be true. The parties agree that this Credit Agreement and all matters related thereto shall be interpreted and enforced under Louisiana Law, and any action brought in State Court may be brought in the Fifteenth Judicial District Court for the Parish of Lafayette, State of Louisiana or its successor court.

**BUSINESS / ACCOUNT HOLDER – INFORMATION**

Name of Business:	(hereinafter referred to as "Account Holder" whether singular or plural)			Business Telephone No.:	
Physical Address:	Street Address	City	State	Zip Code	Fax No.:
Mailing Address:	Street Address	City	State	Zip Code	E-mail Address: (All Statements will be sent to this E-Mail address)
Federal Tax ID No:	Type of Business Entity - (please check appropriate box)				Incorporated in the State(s) of:
Type of Business:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> L.L.C. <input type="checkbox"/> Corporation <input type="checkbox"/> Sub Chapter S Corp				<input type="checkbox"/> Louisiana <input type="checkbox"/> Other: _____
Tax Exempt? <input type="checkbox"/> NO <input type="checkbox"/> YES →	Tax Exempt #:		Certificate attached to Credit Application? <input type="checkbox"/> NO <input type="checkbox"/> YES		Years in Business
			Years at Current Address:		

**BUSINESS OWNER – PERSONAL INFORMATION**

Full Name:	(hereinafter referred to as "Business Owner" or "Account Holder" if no Business information provided)			Social Security No.	
Physical Address:	Street Address	City	State	Zip Code	Driver's License No.    Date of Birth
Email Address:				Home/Cell Phone:	
Do you have another account or a previous account with the Company?		Are purchase orders required?		<input type="checkbox"/> NO <input type="checkbox"/> YES	
<input type="checkbox"/> YES (explain) <input type="checkbox"/> NO →		Are job numbers required?		<input type="checkbox"/> NO <input type="checkbox"/> YES	

**LIST OF AUTHORIZED PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT**

Full Name:		Full Name:		Full Name:	
Account Holder(s) hereby agree(s) that those persons named hereinabove shall be authorized to charge items to the account of the Account Holder(s); and that in the event Account Holder(s) so desires to remove or to add persons to the list of authorized persons reflected hereinabove, then Account Holder(s), its agents, and assigns hereby agree to give written notice to the Credit Department for the Company located at 4950 Johnston Street, Lafayette, LA 70503. Any modification of this list shall not affect the validity of this Agreement or serve to modify any other terms herein. Account Holder(s) further agrees that photo identification may be requested by the Company before the delivery of items to the intended recipient and/or departure of items to its delivery location. Account Holder(s) expressly agree that the risk of loss of things sold to Account Holder(s) shall be transferred from the Company to the Account Holder(s) at the time the order is placed by Account Holder(s), not at delivery. Account Holder(s) further waives and releases Company from all liability for damage to items delivered to the jobsite specified by the Account Holder(s), and agrees that Account Holder (s) shall be expressly liable for payment of all items purchased by Account Holder(s) and delivered to the jobsite by the Company as shown by Company shipping manifest whether or not Account Holder(s) and/or its agents are present at the jobsite to sign a delivery tickets and the like; and Account Holder(s) therefore waives all rights it may have to contest non-delivery of items in the event Account Holder(s) fails to sign delivery tickets.					

**CURRENT LIST OF ESTABLISHED CREDITORS**

Full Name:		Full Name:		Full Name:	
Address:		Address:		Address:	

**ACCOUNT HOLDER AGREES TO PAY ALL AMOUNTS DUE IN FULL BY THE TENTH (10TH) DAY OF THE MONTH FOLLOWING THE MONTH OF PURCHASE. IN DEFAULT THEREOF, ACCOUNT HOLDER AGREES TO PAY A FINANCE CHARGE OF 1.5 % PER CENT PER MONTH (18% PER CENT PER ANNUM) IF THE AMOUNT DUE HAS NOT BEEN PAID BY THE END OF THE MONTH FOLLOWING THE MONTH OF PURCHASE. ACCOUNT HOLDER AGREES THAT ANY PARTIAL PAYMENT SHALL BE APPLIED TO INTEREST OWED FIRST, THEN TO THE PRINCIPAL BALANCE OWED.** Account Holder(s) further agrees that in the event the Account Holder(s) fail to pay the account when due, then the Account Holder(s) shall be liable to pay all costs of collection, including, but not limited to all court cost and attorney's fees in the sum of twenty-five (25%) percent of the principal and interest due or actual attorney's fees, whichever is greater. Account Holder further agrees that this account and all rights under this Agreement against Account Holder(s) may be assigned to Doug Ashy Building Materials, Inc., its successor or assigns for collection in the event the Account is past due and collection of this Account becomes necessary. The parties further agree that this original Agreement shall be scanned into the computer systems of Creditor and that any copy derived from Creditor's servers shall constitute one and the same instrument, binding upon all parties hereto notwithstanding the fact that the original document may have been destroyed in the normal business process of Creditor operating a paperless office as far as retaining credit agreements. Account Holder(s) further agree to pay all NSF charges incurred by the Company for returned checks paid on the Account and further agrees that the Account Holder(s) shall pay the Company \$100.00 per returned check. Account Holder(s) further agree that all statements will be e-mailed to the Account Holder(s) at the E-mail address provided above.

**ACCOUNT HOLDER #1**

**ACCOUNT HOLDER #2 (Joint Account Holder)**

\_\_\_\_\_  
(Signature of Account Holder #1 or Authorized Agent for Account Holder #1)

\_\_\_\_\_  
(Printed name of person signing above ) AND (Title/Capacity of person signing above)

\_\_\_\_\_  
Date of execution of this Agreement

\_\_\_\_\_  
City/State where this Agreement is executed

\_\_\_\_\_  
(Signature of Account Holder #2 or Authorized Agent for Account Holder #2)

\_\_\_\_\_  
(Printed name of person signing above ) AND (Title/Capacity of person signing above)

\_\_\_\_\_  
Date of execution of this Agreement

\_\_\_\_\_  
City/State where this Agreement is executed

**PERSONAL GUARANTY**

In consideration of the Company (also referred to as the "Creditor") extending credit to the Account Holder(s) (also referred to as the "Principal Obligor"), I/We, the undersigned party (hereinafter referred to as the "Surety" or "Personal Guarantor" whether singular or plural) hereby personally guarantee to the Company the payment of any and all obligations owed by the Account Holder(s) to the Company in the event Account Holder(s) is/are delinquent on the account of the Account Holder(s). In such event, Surety agrees to pay to total balance due on the account of Account Holder(s), together with attorney's fees in the amount of twenty-five (25%) percent of the sum due, whenever the greater, plus all collection cost. Surety and Creditor acknowledge and agree this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Account Holder(s). Surety and Creditor understand and agree that the laws of the State of Louisiana shall apply to the enforcement this Personal Guaranty. Surety waives notice of default, non-payment and notice thereof and consent to any modification or renewal of this credit agreement hereby guaranteed. Surety and Creditor understand and agree that this is a commercial suretyship agreement (herein referred to as the "Personal Guaranty") in accordance with Article 3042 of the Louisiana Civil Code, and that Surety shall be liable for any and all obligations that may be owed by Principal Obligor to the Company beginning on date of the execution of this personal guaranty and continuing until Surety gives formal written notice to the Company to terminate this personal guaranty. Company and Surety agree and acknowledge that written notice of termination of this personal guaranty shall be in form of a written letter that reasonably gives the Company notice of termination which shall be addressed to the following address: Attention: Credit Department, Doug Ashy Building Materials, Inc., 4950 Johnston Street, Lafayette, LA70503.

**PERSONAL GUARANTOR #1**

**PERSONAL GUARANTOR #2**

**WITNESSES (Please have 2 Witnesses sign below)**

\_\_\_\_\_  
(Signature of Personal Guarantor #1)

\_\_\_\_\_  
(Printed Name of Personal Guarantor #1)

\_\_\_\_\_  
Social Security No:

\_\_\_\_\_  
Driver's License No:

\_\_\_\_\_  
Date of execution      City/State

\_\_\_\_\_  
(Signature of Personal Guarantor #2)

\_\_\_\_\_  
(Printed Name of Personal Guarantor #2)

\_\_\_\_\_  
Social Security No:

\_\_\_\_\_  
Driver's License No:

\_\_\_\_\_  
Date of execution      City/State

\_\_\_\_\_  
(Printed Name of Witness #1)

\_\_\_\_\_  
Social Security No:

\_\_\_\_\_  
Driver's License No:

\_\_\_\_\_  
Date of execution      City/State

\_\_\_\_\_  
(Printed Name of Witness #2)