

P.O. BOX 758 PICAYUNE, MS 39466
 601-798-2981
 FAX: 601-798-3072
 EMAIL: credit@hueystockstill.com



PRINT FORM

***** THIS FORM MUST BE COMPLETED IN FULL *****

Applicant				Date	
Address			City		State Zip
Office Phone	Email	Fax Number	Cell Number		Requesting \$
Type of Product Requesting to Purchase?		Amount of Product	From Plant Location?		
CORPORATE:		Tax ID #		Check Type of Account:	
President		Social Security No.		Corporate Partnership	
Secretary		Social Security No.		Sole Proprietorship Other	
NON-CORPORATE:					
Owner		Partner		Partner	
Social Security No.		Social Security No.		Social Security No.	
List Additional Partner, Members or Owners on separate page and mark this box <input type="checkbox"/>					
Business Type: Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Subcontractor <input type="checkbox"/>					
Date Business Started:				Bonding Company	
Project or Subdivision		Project or Subdivision		Address	
PO required?	Bonded?	PO required?	Bonded?	Phone No.	
BANKING REFERENCES:					
Bank Construction Loan at:		Account No.	Loan Officer	Phone	Fax
Checking <input type="checkbox"/> Savings <input type="checkbox"/>		Account No.	Banker	Phone	Fax
TRADE REFERENCES:					
Name		Account No.	Phone	Fax	
FOR PERSONAL HOME BUILDERS, PLEASE COMPLETE BELOW:					
Street Address of Building					
Subdivision		County	Lot No.	Block No.	
Lot Owner		Owner's Address			
Is Lot Paid In Full?		If not paid in full, list lien holder(s)			
If presold, name of Purchaser					
Construction Lender		Loan Officer	Phone No.		
<p>**** By affixing the signature below, applicant hereby acknowledges and affirms that he/she has read the Terms and Conditions of Sale/Personal Guaranty Agreement contained on the 2nd page, and that he/she understands and agrees to be bound by the language contained therein. Applicant's signature below authorizes the above-named financial institutions to furnish credit information to Huey P. Stockstill, LLC. Fax or photocopies may be deemed to be the equivalent of the original signature.</p>					

X _____
 Applicant's Signature

 Date

TERMS AND CONDITIONS OF SALE/PERSONAL GUARANTY AGREEMENT

In order to induce Huey P. Stockstill, LLC and any current and future affiliated companies, hereinafter referred to as (Creditor or Creditors), to consider providing good on credit to Applicant, Applicant hereby agrees for itself, its successors and permitted assigns that the following terms and conditions shall apply to all sales of goods by Creditors.

1. Applicant is applying for credit for business purposes. Applicant authorizes Creditors to investigate Applicant's credit history and capacity and to furnish information on Applicant's payment performance to credit reporting agencies and other proper persons. Applicant authorizes all financial information as Creditors deems necessary to make credit decisions. Creditors have no obligation to extend credit to Applicant and may, in its sole discretion, suspend, terminate or reduce the limits of any extension of credit at any time and may withhold shipments of Goods ordered, or require cash in advance, in the event that Creditors, in its sole discretion, finds Applicant's financial condition to be unsatisfactory. Applicant agrees that any line of credit desired or approved is not a limitation of liability, and Applicant expressly agrees that Applicant will be responsible for valid charges in excess of a credit limit.
2. Creditors will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to Creditors within thirty (30) calendar days from the date of such invoice of any objection to the Goods listed, or the receipt thereof, or that such purchase was unauthorized, or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims which it may assert against Creditors and/or to withhold payment to Creditors based on a claim that Creditors is indebted to Applicant. No claim asserted by Applicant against Creditors shall relieve Applicant of its obligation to make timely payment to Creditors.
3. Except as otherwise set forth in a Creditor Invoice, payment is due within thirty (30) calendar days of the date of delivery of Goods and /or Services to Applicant. If Timely payments is not made, the account shall be past due. Applicant agrees that discounts, if offered, in Creditor Invoice will not be allowed if a past due amount exists on the account. Applicant agrees that all past due amounts shall bear interest at the rate of one and one half percent (1.5%) per month pre and post judgment until paid and Creditors agrees to pay in addition to the amount due, attorney's fees at the actual rate charges, or the maximum amount allowed by law, whichever is greater, in the event that the account is given to an attorney for collection. Applicant also agrees to pay any and all attorney's fees and costs associated with post judgment collection and lien preparation and recording fees. A \$40.00 fee will be charged to Applicant's account for each dishonored check tendered. Applicant agrees that all payments shall be applied as designated in writing; if not designated in writing Creditors shall apply said payment at its discretion. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Creditors immediately of any failure of delivery, shortage, discrepancy, or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify Huey P. Stockstill, LLC in writing of such failure of delivery, shortage, discrepancy or error within thirty (30) days of Applicant's receipt of such invoice or statement, which shall be presumed to have been received on or before the 15th day of the month following purchase. Use of material by Applicant constitutes waiver of any error in shipment or defect in material which may have been determined by a prompt, diligent inspection thereof.
4. Any waiver or non enforcement by Creditors of a breach, default or term under the agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term, and Creditors shall only be deemed to have given such waiver when in writing executed by Creditor, providing for such waiver. If any provision of this Agreement is waived by Creditors or is held to be invalid or unenforceable, all other provision shall nevertheless continue in full force and effect as if such provision were not contained herein.
5. This Agreement contains the entire agreement and understanding between Creditor and Applicant with respect to the sales of Goods and Services by Creditors to Applicant (other than payment terms and delivery dates, which are set forth in Creditors invoice). This Agreement supersedes all prior agreements, commitments, representations and discussions between Huey P. Stockstill, LLC and Applicant and is not assignable by Applicant without the prior written consent of Creditors. No modifications, amendment of, or addition to the Agreement will be binding on Creditors unless such modification, amendment or addition is in writing executed by Huey P. Stockstill, LLC. Without limitation of the foregoing, the terms hereof shall not be altered or interpreted by reference to any course of dealing between Creditors and Applicant or industry practice. Any action by Applicant instituted against Creditors arising from Goods sold must be commenced within one (1) year from date of delivery of the Goods.

6. The below Guaranty is given by _____ (Guarantor) and _____ (Applicant) to Creditors for the purpose of inducing Creditors to extend credit

Guarantor(s) assert(s) that he/she/they will personally benefit if credit is extended to Applicant. The undersigned unconditionally personally guarantee(s) the timely payment of all amounts due from Applicant to Creditors and agree(s) to be jointly and severally liable with Applicant to Creditors for any debt owed by Applicant. The undersigned agree(s) to pay reasonable attorney's fees equal to fifteen percent (15%) of the outstanding principal and interest, or the actual amount charged, or the maximum amount allowed by law, whichever is greater, owed by the Applicant in the event that the Applicant's account is placed with an attorney for collection. This personal guaranty may only be revoked in writing sent by certified mail to Creditors. Said revocation shall not be effective as to any balance owed prior to the receipt of said revocation. The undersigned hereby expressly waive(s) notice of acceptance of this instrument, notice of any default, non payment, partial payment, presentment, protest, demand and all other notices whatsoever. The undersigned further consent(s) to any extension of credit, acceleration, modifications, amendments or changes of terms of any agreement concerning the obligations. **BY TYPING YOUR NAME BELOW ACTS AS YOUR SIGNATURE.**

Signature of Guarantor

Social Security No.

Date

Signature of Guarantor

Social Security No.

Date