

CREDIT APPLICATION

B. A. Hoft & Associates, Inc. • P. O. Box 90127, Raleigh, NC, 27675 • Phone (919) 596-4446 • Fax (919) 596-9520

Company Full Legal Name _____
 Address _____ County _____
 City _____ State _____ Zip _____
 Billing Address _____
 City _____ State _____ Zip _____
 Phone # _____ Fax# _____ Cell # _____
 Proprietorship _____ Partnership _____ Corporation _____ Fed ID# _____ (attach W-9)
 Date Established _____ Type of Business _____
 Billing contact _____ Phone# _____
 Email address _____ Duns & Bradstreet # _____

Officers / Owners Information

Name _____ Title _____ SS# _____
 Address _____ City _____
 State _____ Zip _____ Phone # _____
 Name _____ Title _____ SS# _____
 Address _____ City _____ State _____ Zip _____
 Phone # _____

Bank or Savings and Loan Association Information

Bank _____ Branch _____
 Address _____ City _____ State _____ Zip _____
 Contact Person _____
 Taxable? Yes _____ No _____ (if no, attach copy of exemption certificate)

Bonding Information (attach copy of payment bond)

Bond Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone # _____ Fax # _____

	Reference #1	Reference #2	Reference #3
Name			
Address			
City, State, Zip			
Phone			
Fax			

Everything I/we have stated in the application is correct to the best of my knowledge. You are authorized to check my/our credit history, to answer questions about my/our credit experience and to confirm the information on this application with my bank.

Signature of President, Officer or Owner **Title** **Date**

Print Name

CREDIT AGREEMENT

This Agreement is hereby entered into between B.A. Hoft & Associates, Inc. ("Hoft") and the Undersigned. In consideration of the credit extended by Hoft to the Undersigned (the "Customer"), the Customer hereby agrees to the following terms and conditions:

1. Hoft will issue invoices for purchases made under the terms of the Agreement. Payment of the purchase price shall be made pursuant to the terms set forth on each invoice. All invoices shall carry terms of net thirty (30) days unless otherwise indicated.
2. Nothing contained in this Agreement obligates Hoft to extend credit to the Customer in any amount.
3. Hoft reserves the right to apply a finance charge of 1.5% per month (or 18% per annum) to all account balances older than thirty (30) days.
4. Hoft reserves the right, to cancel or suspend credit privileges for late or slow payments or if Customer's account becomes delinquent for more than sixty (60) days. At the time of cancellation or suspension, the outstanding balance on Customer's account becomes immediately due and payable.
5. In the event that Customer breaches this Agreement and collections or other actions arising out of this Agreement become necessary, Customer shall be responsible for all costs and fees associated therewith, including reasonable attorney's fees pursuant to N.C.G.S. § 6-21.6. Customer agrees that the purchase of the items described herein constitutes doing business in the state of North Carolina and submits itself to the jurisdiction of the State of North Carolina with respect to any suit brought by Seller for breach of this Agreement.
6. **LIMITED WARRANTY.** Hoft warrants its materials to be free from defects for one (1) year from the date of delivery. This warranty does not cover defects caused by improper installation, modification, misuse, negligence, or acts of God on the part of the Customer or any end-user to whom the materials are ultimately delivered. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede this limited warranty. All claims under this warranty must be made in writing to Hoft. The remedy provided under this warranty is limited to repair or replacement of the non-conforming materials, which decision is vested in Hoft's sole discretion. **THIS WARRANTY IS THE ONLY WARRANTY BY HOFT TO CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED.**
7. **LIMITATION OF LIABILITY.** Hoft shall not be responsible for any direct, incidental, or consequential damages causing either bodily injury or property damages. Hoft's liability to the Customer shall not exceed the total of any payments made by Customer for materials provided.
8. Failure or agreement not to enforce any right under this Agreement does not constitute a waiver thereof or of any other rights contained herein.
9. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of North Carolina.
10. In the even that any portion of this Agreement is found to be unenforceable, the portion of the Agreement that is unenforceable shall be stricken from the Agreement and the remaining portions of this Agreement shall be enforced as written.
11. The Customer hereby warrants that the Undersigned has full power and authority to enter into the Agreement.
12. This agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous writings, agreements, or understandings of the parties relating to the subject matter.

Company Name (Please Print)

Signature

Name and Title (Please Print)

Date

PERSONAL GUARANTEE

The Undersigned hereby unconditionally and personally guarantees to Hoft the prompt payment, when due, of every claim of Hoft. This is a **continuing guarantee** and shall remain in full, force, and effect until revoked by the Undersigned by written notice to Hoft. At such time that this guarantee agreement is revoked in writing, all outstanding balances owed by the Customer will become immediately due and payable and must be paid prior in order for Hoft to issue any further materials or credit to the Customer. The Undersigned hereby waives any right to notice or demand for payment and will become immediately liable to Hoft upon default of Customer. The Undersigned's liability extends to the total balance of the amounts presently and hereafter owed by the Customer on its account with Hoft, including, but not limited to, all losses, costs, attorney's fees, or expenses which Hoft may incur by reason of Customer's default under the Credit Agreement and/or the Undersigned's default under this Guarantee.

Guarantor (Please Print)

Signature

Date

Guarantor (Please Print)

Signature

Date