



KENTUCKY LOCATIONS:
 2730 Griffin Dr. 725 Allentridge Point 4603 Almond Avenue
 Bowling Green, KY 42101 Lexington, KY 40510 Louisville, KY 40209-1402
 Office: (270) 781-7593 Office: (859) 272-8934 Office: (502) 364-0575
 Fax: (270) 781-7595 Fax: (859) 246-1197 Fax: (502) 364-0573

TENNESSEE LOCATION:
 350 Heritage Ave.
 Nashville, TN 37210
 Office: (615) 259-2900
 Fax: (615) 242-5662
 www.vipgunns.com

Opened _____ Declined _____ By _____ Date _____

**CREDIT APPLICATION
 AND AGREEMENT FOR CREDIT SALES**

**THIS APPLICATION AND AGREEMENT FOR CREDIT SALES MUST BE SIGNED BEFORE APPROVAL.
 APPLICANT REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND CORRECT.**

Company Name: _____

Name _____ Street Address _____

Billing Address _____ City/State/Zip _____

City/State/Zip _____ City/State/Zip _____

Phone _____ Fax _____

Cell _____ Email _____

Bank _____ Branch _____

Type of Account: Contractor Sub Contractor Remodeler Construction Co. Home Owner

If Business: Taxable Non-Taxable Federal Tax ID # _____

(If non-taxable, you are required to provide a tax certificate to us.)
OWNERS, PARTNERS, OFFICERS:

Name	Title	Social Security # (required)	Residence
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Partnership Corporation Individual Ownership LLC

Do you require a Purchase Order: Yes No

Amount of Credit desired (Per Billing Period) \$ _____

Years in Business _____ Accounts Payable Contact _____

LIST THE NAMES OF ANY OTHER BUSINESS ALL OWNERS HAVE PREVIOUSLY BEEN ASSOCIATED WITH AS AN OWNER OR PRINCIPAL

NAME	CITY	FAX#	PHONE#

PLACES YOU HAVE ACCOUNTS (active and inactive)

NAME	CITY	FAX#	PHONE#

AGREEMENT

TERMS OF SALE. In consideration of Valley Interior Products, Inc. ("Valley") extending credit, Applicant agrees to pay for all items delivered by us at the request of Applicant by the end of the following month following purchase. All accounts are due and payable at the remittance address shown on Valley invoices. Applicant acknowledges that a monthly service charge will be made on all sums due to Valley which have not been paid within thirty (30) days from the invoice date and Applicant agrees to promptly pay said services charges. The service charge shall be 1½% per month (18% per annum); it shall be made on the thirty-first (31) day after the original invoice date and an additional service charge, computed on the same basis, shall be made each thirty (30) days thereafter. If for any reason Valley receives as a service charge an amount in excess of the highest amount lawfully allowed by contract such excess amount shall be applied to the reduction of the unpaid invoice balance due and shall not be treated as a service charge. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees that with regard to such service charges, Applicant and Valley are parties to a written contract.

WARRANTIES. Valley makes no express or implied warranties regarding goods sold by Valley and **VALLEY EXPRESSLY DISCLAIMS AND WAIVES THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Applicant's remedies for all goods sold by Valley shall be limited to: repair or replacement of the goods and / or any applicable manufacturer's warranty for the goods. In no event will Valley be responsible for any incidental or consequential damages resulting from any goods sold by Valley.

DEFECTS OR BILLING ERRORS. If Applicant has any claim for improper and / or defective goods sold by Valley or if Applicant has any claim for any billing error regarding goods sold by Valley, in either event, Applicant **MUST NOTIFY VALLEY** in writing of any such claim within thirty (30) days of receipt of the goods claimed to be improper and / or defective or within thirty (30) days of receipt of the invoice, delivery ticket or statement which Applicant claims has a billing error. Failure of Applicant to notify Valley in writing of any such claims within this time will result in Applicant's waiver of such claims and will constitute Applicant's acceptance of the goods and acknowledgement of no billing errors.

DEFAULT. If Valley commences litigation or employs attorneys in order to secure payment of any sums due it from Applicant, the Applicant agrees to pay all costs and expenses of collection, litigation, including collection agency and/or reasonable attorneys fees, in addition to all litigation expenses and/or other sums that may come due. This Credit Application and Agreement shall be governed and construed in accordance with the laws of the State where the goods were sold by Valley to Applicant. Applicant and undersigned also agree to submit to the jurisdiction of the courts in the county of the Valley location where Applicant purchased the goods and/or the jurisdiction of the courts where Applicant's payments were due to Valley. Applicant further agrees to accept service of all notice and legal process by United States mail.

PERSONAL GUARANTY. THE UNDERSIGNED FURTHER AGREES THAT NOTWITHSTANDING THE FACT THAT THIS CREDIT APPLICATION AND REPRESENTATIONS MAY HAVE BEEN EXECUTED IN A CORPORATE OR REPRESENTATIVE CAPACITY, EACH SIGNOR HEREOF BY SUCH SIGNATURE, HEREBY ARE PERSONALLY AND INDIVIDUALLY RESPONSIBLE AND HERIN PERSONALLY GUARANTEE PAYMENT TO VALLEY OF ALL AMOUNTS DUE PURSUANT TO SUCH EXTENSION OF CREDIT BY VALLEY TO APPLICANT. ****FOR KENTUCKY APPLICANTS, YOUR GUARANTORS WILL BE REQUIRED TO SIGN A SEPARATE KENTUCKY GUARANTY FORM.**

CREDIT REPORT AUTHORIZATION. Applicant and all undersigned individuals executing this Credit Application Agreement herein authorize Valley to obtain credit and financial information concerning the Applicant or any of the individuals below at any time from any source. The undersigned who are either a principal of the Applicant or a sole proprietorship of the Applicant, recognize that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby also consents to and authorizes the use of a **CONSUMER CREDIT REPORT** on the undersigned by Valley, from time to time as may be needed, in the credit evaluation process. Undersigned also consent to the release of credit information to Valley from all bank and trade references supplied on this credit application.

MISCELLANEOUS. Applicant agrees to notify Valley in writing of any change in ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless agreed to by Valley in writing. The undersigned warrant that the above agreement has been carefully read, that Applicant and undersigned understand the same, and by signing below they agree to its terms:

Applicant's Name _____

By: _____

Print Name _____

Print Name _____

Social Security # (Required) _____

Social Security # (Required) _____

Date _____

Date _____