



**HOME CENTERS, INC.**

*Building Materials & Relationships for Over 40 Years.*

**P.O. Box 350, Chilhowie, VA 24319**

(276) 646-5333 (276) 628-8136 Fax: (276) 646-3464

Account Name \_\_\_\_\_  
(If Home is Jointly Owned, Please Enter Both Names)

Mailing Address \_\_\_\_\_ City/ST/ZIP \_\_\_\_\_

Street Address \_\_\_\_\_ City/ST/ZIP \_\_\_\_\_

If building please provide the 911 address: \_\_\_\_\_

**Email Address** \_\_\_\_\_ **Do you prefer to have statements/invoices emailed? Y\_\_N\_\_**

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type: ( ) Individual(s) Social Security Number: \_\_\_\_\_

( ) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) Other

List Owners Names and Addresses Below

Tax Exempt? ( ) Yes PO Required? ( ) Yes In Business since \_\_\_\_\_

Authorized Purchasers: \_\_\_\_\_

**Company Officers/Company Owners/Partners**

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ Phone # \_\_\_\_\_

**Financial** Current Financial Statement Attached ( ) Yes ( ) No

Bank Name \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

**Trade/Credit References**

Name \_\_\_\_\_ City/ST/ZIP \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ City/ST/ZIP \_\_\_\_\_ Phone \_\_\_\_\_

**TERMS & CONDITIONS ON REVERSE SIDE**

Credit Request For: \_\_\_ Building Home \_\_\_ Remodeling \_\_\_ Miscellaneous Supplies \_\_\_ Other

Berry Home Center Contact: \_\_\_\_\_

Present Employer \_\_\_\_\_ Occupation \_\_\_\_\_

# Months/Years with Present Employer \_\_\_\_\_ Annual Net Salary \_\_\_\_\_

Spouse's Present Employer \_\_\_\_\_ Occupation \_\_\_\_\_

# Months/Years with Present Employer \_\_\_\_\_ Annual Net Salary \_\_\_\_\_

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### CONSTRUCTION LOAN INFORMATION

Bank Name and Address \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Amt. Applied For \_\_\_\_\_

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### TERMS AND CONDITIONS

In Consideration of credit being extended by Berry Home Centers, Inc., hereinafter BERRYS, to me/us/it, I and/or we certify the truthfulness and veracity of the statements appearing in this document, and I and/or we guarantee and bind ourselves to the faithful payment of all amounts purchased in the future or now owing, by us or either of us, or any persons, firm or Corporation for our benefit and further, I and/or we bind ourselves to the terms and provisions of payments as hereinafter provided.

If credit is extended, applicant agrees to give proper notice in writing of any changes of personnel authorized to charge on behalf of the applicants; otherwise, applicant will be responsible for any charges on the account.

If applicant is not a corporation and subsequent to making this Application incorporates his business, with or without knowledge of Berry Home Centers, Inc., applicant agrees to be jointly and individually liable to BERRYS for any indebtedness incurred by or transferred to such corporation. If applicant is an LLC or partnership, its individual members and/or partners agree to be jointly and individually liable to BERRYS for any indebtedness incurred by the LLC or partnership.

In the event this account is placed in the hands of a collection agency or an attorney to collect same or any portion thereof, in addition to the amounts owed hereunder, I and/or we agree and promise to pay an attorney's fee or collection fee of 25% of the balance then due and owing and all costs incurred in collection. In the event any action is instituted to enforce the terms of this application, the applicant freely, voluntarily and knowingly agrees that the State of Virginia shall be the sole and exclusive forum (place) for the resolution of dispute.

Purchases made during any billing period are due for payment in full on the 10<sup>th</sup> of the following month. Accounts that are not paid by the 10th are considered past due. A finance charge will be applied to all past due accounts. (See explanation of finance charge). If an account becomes past due and remains unpaid, a "Notice of Lien" as provided by state law may be recorded on the property where the materials are used for improvement. Legal fees of 25% may be charged on any account placed with our attorney for collection. In the event a lien notice is recorded and the real property sold, as provided by state law, the undersigned hereby waives Homestead, Equity of Redemption, Statutory Right of Redemption and all other rights associated with the subject real property.

**EXPLANATION OF FINANCE CHARGE AND BALANCE ON WHICH IMPOSED:** Running Accounts: There are no finance charges imposed on extensions of credit paid within one period of the closing of any billing period. Finance charges are computed by applying a periodic rate of 1.5% per month (18% annual percentage rate) to any billing period in which the charges become due. A minimum finance charge of \$.50 will be applied on past due accounts. The amount subject to finance charge is determined by deducting payments and credits for the current period from the balance at the beginning of the period. Payments and credits are first applied to that portion of the account representing the oldest extensions of credit.

The FEDERAL EQUAL CREDIT OPPORTUNITY ACT, Regulation B, prohibits creditors from discriminating against applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicants has the capacity to enter into a contract); because applicant's income derives from public assistance; or because the applicant has exercised any right under the CONSUMER CREDIT PROTECTION ACT. The Federal agency that administers compliance is the Federal Trade Commission, Equal Credit Opportunity, and Washington, DC 20580.

All materials when delivered shall become the sole responsibility of the credit applicant thereafter and all risks of loss shall be on the credit applicant. Berry Home Centers, Inc. shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon applicant's property.

Purchases and/or deliveries are herewith authorized to be made without signature. It is agreed that all invoices and delivery tickets, whether signed or not shall be deemed true and accurate unless alleged discrepancies are reported in writing to Berry Home Centers, Inc., P.O. Box 350, Chilhowie, VA 24319 within five (5) days of statement date. It is understood and agreed that materials may be sold and credit extended to credit applicant without notice to guarantors, who hereby waive presentment, demand protest, or evidence of indebtedness other than the routine documentation of the account foreseeable to Berry Home Centers, Inc...

Credit applicant agrees that all sales and deliveries as to any individual lot are, for mechanic's lien purposes, all deemed to be part of a single contract to supply all requested materials for said lot. Each delivery and invoice on each lot is not to be deemed a separate contract for purposes of complying with the Virginia mechanic's lien statutes. The purpose of this agreement and understanding is to avoid the necessity of Berry Home Centers, Inc. having to file multiple mechanics' liens in the future in the event each invoice was deemed to be a separate contract.

Berry Home Centers, Inc. is authorized to investigate credit applicants and guarantors credit records and report to proper persons and credit applicant's performance of the Agreement. Purchase of materials will indicate the acceptance of Berry Home Centers, Inc. credit terms as provided herein. It is understood that this application will be retained by Berry Home Centers, Inc. whether or not credit is extended.

If this instrument is signed by more than one party, each shall be jointly and severally liable hereunder. You are entitled to a copy of the agreement you sign. The seller retains a security interest in the subject matter of this agreement. Receipt of fully executed copy is acknowledged.

By signing below, applicant states that he/she is authorized to sign and agrees to our terms and conditions.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date