



Stucco • Drywall • Metal Studs • Lumber • Windows • Tools • Accessories

DATE: _____ Applicant: _____

Type of Business _____ Date established _____

(Legal Name of Business Firm making this application)

Business address _____

City _____ State _____ Zip Code _____

Tel. _____ Fax _____ Cell _____

Email _____

Mailing address (if different than Business address) _____

Registered Agent is: Corporation Partnership Individual

Has Applicant or any Officers, Partners, Owners or Members ever Filed Bankruptcy? Who and When? _____

_____ Outstanding Liens or Judgments Yes No

Applicant business is incorporated under the laws of the state of _____

Ownership of the applicant business: (Owner, partner, officers or spouse of individual)

Name	Home Address	Position
Date of Birth	Driver's License #	Social Security #

Applicant Uses does not use purchase orders. Expected monthly credit requirement \$ _____

Email address for Billing _____ Is applicant tax exempt? _____

Credit information about applicant may be requested from the following banks and suppliers:

BANKS	ADDRESS	ACCOUNT#

CREDIT REFERENCES	ADDRESS	TELEPHONE

CREDIT APPLICATION, PURCHASE AGREEMENT, & PERSONAL GUARANTEE

In consideration of the extension of credit by Rosen Materials, hereafter known as (**Rosen**), the undersigned applicant agrees as follows:

1. Applicant will pay in full all amounts shown as due and on such terms as provided in **Rosen's** billing statements. A one percent (1%) discount will be allowed on all payments received by Rosen within ten (10) days following the date of the initial billing. Unless otherwise stated in writing, full payment is due within thirty (30) days following the date of the initial billing. Any amounts not paid within thirty (30) days of the initial billing shall accrue interest at the rate of one and one-half percent (1/2%) per month from the date due until paid.
2. Applicant will notify **Rosen** in writing of any disputed charges on the initial billing statement within fifteen (15) days of said billing. Failure to notify Rosen in writing shall constitute a waiver and mean the applicant agrees that the charges reflected on said billing are correct.
3. Applicant cannot return merchandise without **Rosen** authorization. A restocking charge will be made for all returned merchandise, except when the return is as a result of an error by Rosen.
4. **Rosen** shall not be liable for any delays in delivering goods or services.
5. This Agreement shall remain in full force and effect until written notification of cancellation is received by either **Rosen** or applicant. After any such cancellation, the terms of this Agreement shall apply to all goods or services sold and/or invoiced by **Rosen** prior to said written notification of cancellation.
6. The applicant agrees to be responsible for all costs of collection or to enforce the terms of this Agreement, including attorney's fees, incurred by **Rosen** prior to or after a lawsuit is filed. Including, but not limited to post-judgment costs and fees.
7. All suits, actions or other proceedings arising out of, or relating directly or indirectly to this Credit Application and Purchase Agreement, or any sale by Rosen of goods or services to the applicant may be brought in Broward County, Florida or in the county where the goods or services were delivered. Further, by signing this Credit Application and Purchase Agreement, the applicant and any person signing for the applicant waives the right to a jury trial on any issues arising out of, or relating directly or indirectly to this Credit Application and Purchase Agreement, or any sale by Rosen of goods or services to applicant. Applicant agrees to immediately notify **Rosen** in writing of any change of ownership or form of the business of applicant.
8. Any person signing on behalf of an applicant hereby states that they have the authority to bind the applicant and to enter into this Agreement, recognizing that this representation is being relied upon by **Rosen** when it extends credit to the applicant. Further, the undersigned does hereby state that the information on this Credit Application and Purchase Agreement is true and correct.
9. Applicant authorizes **Rosen** to inquire and obtain information from any bank, lender, credit reference or credit reporting agency, whether listed on this application or not, and any and all information relating to the customer's creditworthiness and financial condition.
10. The applicant and any person signing for the applicant agrees to guaranty and be personally liable for ail debts of the applicant arising out of, or related directly or indirectly to this Credit Application and Purchase Agreement, or any sales by **Rosen** of goods or services to the applicant, including any amount due to **Rosen** under the terms and conditions of the Credit Application and Purchase Agreement entered into by the applicant. Additionally, the undersigned guarantor hereby pledges all real property or homestead owned by the guarantor as further collateral to secure any debt which may arise under this Credit Application and Purchase Agreement and waives any defense or exemption which may be available that prohibits execution upon or levy against any such real property or homestead owned by the guarantor.
11. Any notations made by persons signing on behalf of applicant that they are not personally liable, or any corporate designation written under their signature, is ineffective to abrogate this Personal Guarantee.
12. This Agreement shall be construed in accordance with the laws of the State of Florida for **Rosen Materials, LLC** and the State of Nevada for **Rosen Materials of Nevada, LLC**

Signature
of Applicant: _____

Print Name: _____

Date: _____

Signature
of Applicant: _____

Print Name: _____

Date: _____