



Simplify Your Life.

65 Klockner Road – P.O. Box 3005 – Hamilton, NJ 08619-0005
(800) 582-1171 – Fax: (609)-587-0531

Credit Application & Agreement

PLEASE FILL IN ALL INFORMATION REQUESTED- FAILURE TO DO SO WILL SLOW OR TERMINATE PROCESSING

Legal Name of Corporation, LLC, Partnership, Proprietorship or Individual _____

Physical Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Bus. Phone _____ Business Fax _____ Cell Phone #: _____

E-Mail Address: _____ Type of Business: _____

Years in Business: _____ NJ Home Improvement Contractor Reg.# _____ PA# _____

NJ New Home Builder Reg. # _____

(Check One) Corporation () Partnership () LLC () * Proprietorship () Homeowner ()

Date Incorporated _____ Fed Tax ID # _____ NJ Sales Tax Exempt # _____
(Attach Copy of Exempt Form)

Primary Business Activity _____ * **LLC's must attach copy of membership agreement.**

PRINCIPALS/ OFFICERS/ OR HOMEOWNER(S)

1. Name _____ Title _____

Home Address _____
Street _____ City _____ State _____ Zip _____

Home Phone _____ Social Security Number _____

Check One Own () Rent () E-mail _____ Drivers License # _____

2. Name _____ Title _____

Home Address _____
Street _____ City _____ State _____ Zip _____

Home Phone _____ Social Security Number _____

Check One Own () Rent () E-mail _____ Drivers License # _____

BANKING INFORMATION

Bank Name _____

Address _____ Street _____ City _____ State _____ Zip _____

Contact _____ Phone _____ Checking Account Number _____



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Additional information required:

- Two years financial statements or prior two years federal tax returns
- Current year-end statement for businesses less than 2 years old or corporate tax return
- Personal Financial Statements of Principals, or personal tax return if proprietorship or partnership

CONSTRUCTION FINANCING LOAN – LOAN AMOUNT: \$ _____

Bank Name _____

_____ Street City State Zip

Contact _____ Phone _____ Account Number _____

TRADE REFERENCES (SUPPLIERS)

1. Name _____
City State Zip

Phone _____ Fax _____ Account Number _____

2. Name _____
City State Zip

Phone _____ Fax _____ Account Number _____

3. Name _____
City State Zip

Phone _____ Fax _____ Account Number _____



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Buyer agrees to be bound by the terms and conditions stated here:

ATTN: CUSTOMER FINANCIAL SERVICES

1. I/We authorize you to contact Consumer Credit reporting agencies, all bank, credit and trade references herein to verify our credit standing with them and authorize them to release said information to you.
2. Invoices past due thirty days are subject to a 1.5 percent Service Charge per month. Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against Hamilton Building Supply Company for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance.
3. If it becomes necessary to effect collection, I/We agree to pay all costs of collection including actual court costs, agency costs, and attorney's fees to the maximum amount allowed by law.
4. The credit limit may be increased or decreased at the discretion of Hamilton Building Supply, without written notice and without affecting any personal guarantees.
5. Buyer agrees to provide Hamilton Building Supply Company with prompt written notice of any change in Buyer's name, address, ownership or form of business entity.
6. By signing below I/We certify that I/We are authorized to bind the company to the terms and conditions of this agreement.

I/We warrant that the information given is complete and true and that this information has been relied upon in the extension of credit. It is understood this information will be held in the strictest confidence. I/We agree that a delay in prompt payment of any debt due shall cause the assessment of a monthly Late Payment Fee stated above. Failure to pay the account balance and the Late Payment Fee will be cause for immediate cessation of credit at Hamilton Building Supply Company's discretion.

If I/We are ordering material on behalf of an owner or contractor, we represent that we have entered into a written contract with the owner or contractor. I/ We acknowledge and direct Hamilton Building Supply Company to make deliveries of materials to us on our verbal or written order under this credit agreement between Hamilton Building Supply Company Inc and us/me. I/We agree that unless otherwise noted that all invoices for material delivered, ready to be delivered, ordered and received, or ordered and held by my/our request are to be paid by the 10th day of the following month after the date of that document with or without a signed delivery ticket. I/We agree that all special material orders ready for delivery held beyond 15 days will be subject to 3% per month storage and insurance fee based on the order invoice value. I/We agree that all discrepancies must be communicated in writing within 24 hours following delivery.

Date _____ Signature _____ Title _____

Date _____ Signature _____ Title _____



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CREDIT TERMS AND CONTINUING PERSONAL GUARANTEE OF PAYMENT

For the purposes of inducing the extension of credit from Hamilton Building Supply Company to the applicant identified above and its successors and or assigned, the undersigned warrants and represents that the statements made and information provided herein are complete, correct and true with the intent that strict reliance be placed thereon in extending and continuing credit to the above applicant. In order to further induce you to sell merchandise on credit the undersigned jointly and/or severally unconditionally and irrevocably guarantees the full and prompt payment of any indebtedness of the applicant to Hamilton Building Supply Company including finance/late charges in the amount of 1.5% per month. In the event that legal action is instituted to enforce payment of the amount due pursuant to such extension of credit, the undersigned jointly and severally guarantees to be liable for all attorney's fees in the amount of 33% of the balanced owed, including all costs and expenses incurred by Hamilton Building Supply Company for such a situation, including agency collection fees, and court costs. In the event of nonpayment by the referenced business, Hamilton Building Supply Company will be entitled to payment from the undersigned or his heirs, without prior demand or notice and without proceeding against the applicant first. The undersigned states that I/We have read and are familiar with the terms and conditions of sale and I/We agree to be bound by them. I/We agree that during review of this agreement, Hamilton Building Supply Company may obtain a consumer report on me/us and at any time in the future obtain additional consumer reports to review my/our account. For the purpose of this Credit Application and Agreement facsimile and or email shall in all respects be equivalent to and constitute original signatures and an original document.

EXECUTION OF THIS INSTRUMENT CONSTITUTES A PERSONAL GUARANTEE ON MY/OUR PART(S).

In the case of multiple homeowners applying for a credit account, all owners must sign this application.

Date _____ Printed Name _____ Signature _____

Date _____ Printed Name _____ Signature _____

Date _____ Printed Name _____ Signature _____



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JOB INFORMATION SHEET – REQUIRED FOR INCREASED CREDIT LIMIT REQUESTS

The Primary Use of Materials Purchased Will Be For: Residential Construction and/or Renovation Commercial Industrial Municipal

Your Attorney's Name: _____ Firm Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Please Provide the Following Information If the Job is **Residential Construction and/or Renovation**:

Lot: _____ Block: _____ Municipality _____ Permit(s) Pulled By: Us General Contractor Homeowner

Homeowner(s) Full Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Job Phone: _____ Homeowner's Alternate Phone/Contact Number: _____

Homeowner's Attorney: _____ Firm Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Mortgage Company or Bank: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Estimated # of Bank Draws: _____ Estimated Completion Date of Project: _____

Estimated Date of Bank Draws (Month/Year): _____

Please Provide the Following Information If the Job is **Commercial, Industrial, Institutional, or Municipal**:

Lot: _____ Block: _____ Municipality _____ Permit(s) Pulled By: Us General Contractor Homeowner

Owner(s) Full Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Job Phone: _____ Alternate Phone/Contact Number: _____

Estimated # of Draws: _____ Estimated Completion Date of Project: _____

Date _____ Signature _____ Title _____

Date _____ Signature _____ Title _____



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Acceptance of Sales Tax Exemption Certificates by Hamilton Building Supply

1. The customer issuing the Sales Tax Exemption Certificate must fill it out completely, providing their New Jersey or PA tax registration number on the proper form, the name and address of the vendor, the merchandise or service being purchased and any other information specified on the form.
2. Federal, State, County, and local government organizations are presumed exempt and do not have to submit tax exempt certificates. However, we would like to have an ST-5 form if possible for NJ. REV-1715 and REV-1220 in the case of Pennsylvania must be in our files.
3. Hamilton Building Supply will accept in good faith properly executed ST-3, ST-3NR, ST-5, and ST-7 Tax Exemption Certificates. We will not accept ST-8 sales tax certificates under any circumstances. ST-8 exemptions are for labor only in capital improvements. All building materials are taxable for capital improvement. Pennsylvania only has one form.
4. Hamilton Building Supply cannot sell merchandise without adding sales tax until the properly executed tax exempt form is on file in our office. Until we have the properly executed exempt form customers will be charged sales tax. Once we receive the exemption form and determine that is complete, we will refund any sales tax due the customer. We will also change the sales tax status of the customer for future sales with regard to the tax exempt certificate filed.
5. If a contractor is working for a tax exempt organization, he or she should obtain a ST-13 from that organization and submit it to Hamilton Building Supply. A separate job account will be created for that exempt organization under the contractor's account number. Only materials actually going to that job are tax exempt and sales tax will be charged until the properly executed tax exempt form is on file in our office. **(Tools are not tax exempt on these jobs and cannot be charged to these accounts.)**
6. We now are registered with Pennsylvania and have to collect sales tax for Pennsylvania when we deliver materials to Pennsylvania. New Jersey customers that have materials delivered to Pennsylvania jobs can either have a job set up for the Pennsylvania deliveries or the sales person can change the tax field on the invoice screen so that Pennsylvania tax is collected instead of New Jersey's. The same rules apply for the acceptance of a PA sales tax exemption form.



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E-Mail or Fax Communication Consent Form

The FCC has issued regulations regarding the ability to send E-mail or Facsimile communications under the Telephone Consumer Protection Act of 1991, H.R. 4600 and S.2063 now called the “Junk Fax Prevention Act of 2004”. Even if you have an established business relationship with Hamilton Building Supply we still must have your written consent form and have it on file.

Therefore we ask that you fill out this form and mail, fax or e-mail it back to us as soon as possible.

I (We) understand that by providing the information below, I (We) agree to receive e-mail and facsimile communications from Hamilton Building Supply.

If you would like to receive invoices and statements via email, please check the boxes below and designate each appropriate recipient.

Yes, I would like to received emailed invoices, as they are processed.

Yes, I would like to receive emailed statements each month, instead of paper statements

(Applicable Recipients for Email Communication)

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Name _____ E-Mail Address _____ Title _____

Principle's Signature _____ Date _____