

GARVIN

CONSTRUCTION PRODUCTS

DISTRIBUTOR OF QUALITY BUILDING MATERIALS

Name of Firm:	Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
Street	Federal Identification Number:
Mailing Address	Type of Business and State Incorporated
City, State, Zip Code	Telephone and Fax Numbers:

Principles

Name and Title:	Credit Amount Requested:
Type of Material:	Email address:
Resale <input type="checkbox"/> Resale Number:	Tax Exempt <input type="checkbox"/> Please Attach Certificate

Trade References:

Name:	Address:	Telephone and Fax:
Name:	Address:	Telephone and Fax:
Name:	Address:	Telephone and Fax:
Name:	Address:	Telephone and Fax:

The Undersigned agrees to the following Conditions:

a) All invoices will be paid according to stated terms; b) All charges are due when billed and any charges not paid within thirty (30) days of the billing date will be subject to a late charge of 1.5% per month (18% APR); c) Any change of ownership or other material change of the information requested herein shall be reported to the credit department immediately; and d) Any credit granted herein is subject to immediate revocation by the grantor.

Date: _____ Firm: _____

**By:

Title:

GUARANTY

In consideration of credit extended by Garvin Construction Products, (Creditor) to the above named applicant (debtor) the undersigned hereby guarantees prompt repayment when due of all goods sold and delivered in the past or to be sold and delivered in the future by creditor to debtor for use in debtor's conduct of the business described above. If debtor defaults in the payment of any such indebtedness, guarantor will pay to creditor or it's order on demand, in currency that is legal tender in the United States at the time of payment, ;the amount due, subject to the limitation of liability set forth below. Guarantor shall also pay to creditor or it's order on demand reasonable attorneys' fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness of debtor guaranteed here under or in enforcing fees guaranty against guarantor. This is a continuing guaranty. Notice, presentment and dishonor is waived. It shall remain in full force until guarantor delivers to creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of guarantor's obligations hereunder with respect to indebtedness theretofore incurred. Without further authorization from or notice to guarantor, creditor may grant credit to debtor from time to time. With or without notice to guarantor, creditor may alter, compromise, accelerate, extend, or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more other guarantors. No exercise or non-exercise by creditor of any right hereby given to it, no dealing by creditor with debtor or any other guarantor, and no change, impairment, or suspension of any right or remedy of creditor shall in any way affect any of guarantor's obligations hereunder or give guarantor any recourse against creditor. If legal action is taken to enforce this guaranty or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against debtor or any other guarantor of debtor's obligations to creditor. Prior action or suit against debtor, whether alone or jointly with other guarantors, shall not be a prerequisite to creditor's right to proceed hereunder in case of debtor's default. The rights of creditor are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against guarantor or by any number or successive actions until and unless all indebtedness hereby guaranteed has been paid. With or without notice to guarantor, creditor, in its sole discretion, may apply all payments from debtor, from guarantor, or from any other guarantor under this or any other instrument, or realized from any security in such manner and order or priority as creditor sees fit, to any obligation of debtor, whether or not such obligation is due at the time of such application. Until all indebtedness hereby guaranteed has been paid in full guarantor shall not have any right of subrogation unless expressly granted in writing by creditor. All existing or future indebtedness of debtor to guarantor is subordinated to all indebtedness hereby guaranteed, without the prior written consent of creditor, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed hereby. This agreement shall inure to the benefit of creditor, its successors and assigns. It shall be binding on guarantor and guarantors legal representatives.

In Witness whereof, I have hereunto set my hand and seal this _____ day

Please Print Name:

**This must be signed by a Company Officer or Principal.