

**CONFIDENTIAL CREDIT**  
**APPLICATION / AGREEMENT**

WE AT METRO BRICK AND STONE COMPANY APPRECIATE YOUR APPLICATION FOR CREDIT. IN ORDER FOR US TO SUPPLY YOU ON AN "OPEN ACCOUNT" BASIS, YOU MUST COMPLETE THIS CREDIT APPLICATION /AGREEMENT IN ITS ENTIRETY, INCLUDING THE "PERSONAL GUARANTY". FAILURE TO FILL OUT THE APPLICATION MAY RESULT IN NO CREDIT BEING GRANTED.



*Your Specialty Brick Source!*

METRO BRICK AND STONE COMPANY  
2184 JOE FIELD ROAD  
DALLAS, TX 75229  
972-991-4488 OFFICE  
972-991-6769 FAX

**GENERAL BUSINESS INFORMATION**

LEGAL BUSINESS NAME: \_\_\_\_\_ OR DBA: \_\_\_\_\_

BUSINESS PHYSICAL ADDRESS: \_\_\_\_\_ PO BOX: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

TYPE OF BUSINESS:    (    ) Corporation            (    ) Partnership            (    ) Sole Proprietorship

YEAR STARTED IN BUSINESS: \_\_\_\_\_ CREDIT AMOUNT REQUESTED: \$ \_\_\_\_\_

COMPANY WEB SITE: \_\_\_\_\_

**OFFICERS / PRINCIPALS / OWNERS:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

HOME PHONE : (    ) \_\_\_\_\_ MOBILE: (    ) \_\_\_\_\_ PAGER: \_\_\_\_\_

DRIVERS LICENSE# : \_\_\_\_\_ SOCIAL SECURITY#: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

HOMEADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

HOME PHONE : (    ) \_\_\_\_\_ MOBILE: (    ) \_\_\_\_\_ PAGER: \_\_\_\_\_

DRIVERS LICENSE# : \_\_\_\_\_ SOCIAL SECURITY#: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DO YOU USE A PURCHASE ORDER SYSTEM?: YES (    ) NO (    ) VERBAL (    ) WRITTEN (    )

ARE YOU TAX EXEMPT? YES (    ) NO (    ) TAX EXEMPT #: \_\_\_\_\_

(IF YES PLEASE ATTACH CERTIFICATE)

ALL PRECEDING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY / OUR KNOWLEDGE. I AUTHORIZE METRO BRICK AND STONE CO. TO INVESTIGATE THE APPLICANT'S CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS REGARDING ITS CREDIT HISTORY WITH METRO BRICK AND STONE CO. APPLICANT AGREES THAT IF THIS APPLICATION IS APPROVED, APPLICANT WILL PERFORM OBLIGATIONS OF BUYERS AS STATED IN THIS AGREEMENT. THIS APPLICATION WILL BE RETAINED BY METRO BRICK AND STONE CO. WHETHER OR NOT CREDIT IS APPROVED.

BY: X \_\_\_\_\_ TITLE: \_\_\_\_\_ (DATE)  
(APPLICANT'S SIGNATURE)

**FINANCIAL INFORMATION**

INTERIM FINANCING \_\_\_\_\_ CITY/STATE \_\_\_\_\_  
OFFICER: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ LOAN#: \_\_\_\_\_  
BANK NAME: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_  
OFFICER: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ LOAN#: \_\_\_\_\_  
CHECKING ACCOUNT #: \_\_\_\_\_

FINANCIAL STATEMENT AVAILABLE? ( ) YES ( ) NO (IF AVAILABLE, PLEASE ATTACH COPY)

**TRADE REFERENCES such as: Lumber, Concrete, A/C**

1.) NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
2.) NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
3.) NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
4.) NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
5.) LAST BRICK SUPPLIER: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
6.) CREDIT CARD – VISA CARD #: \_\_\_\_\_  
7.) CREDIT CARD – MASTER CARD #: \_\_\_\_\_  
HOW MANY SPEC HOMES DO YOU HAVE IN INVENTORY NOW? \_\_\_\_\_  
HOW MANY MODEL HOMES DO YOU HAVE NOW? \_\_\_\_\_

\*\*\*All transactions paid for with credit card must be paid within 10 days of invoice date.\*\*\*

**TERMS AND CONDITIONS**

**NET 15 DAYS**

**PAYMENT WITHIN TIME PERIOD**

BEFORE SIGNING AND RETURNING THIS CREDIT APPLICATION/AGREEMENT PLEASE BE SURE THAT YOU READ AND UNDERSTAND THIS ENTIRE DOCUMENT INCLUDING TERMS OF PAYMENT. BY SIGNING BELOW, APPLICANT AGREES TO PAY UPON 5 DAYS NOTICE IN THE EVENT THE PRINCIPAL DEBTOR REFUSES TO PAY. ALL AMOUNTS DUE UNDER TERMS OF THIS AGREEMENT ARE DUE AND PAYABLE WITHIN 15 DAYS OF THE DATE OF INVOICE WITHOUT DISCOUNTS OF ANY KIND, AT THE OFFICE OF METRO BRICK AND STONE AT 2184 JOE FIELD ROAD, DALLAS, DALLAS COUNTY, TEXAS. BY SIGNING BELOW YOU AGREE TO PAY BY THESE TERMS, IN THE EVENT YOU DO NOT MEET THESE TERMS THEN ANY DISCOUNTS GIVEN TO YOU ON THE PRODUCT MAY BE FOREFIETED AND YOU MAY BE SUBJECT TO THE FULL CURRENT RETAIL VALUE. THE PARTIES AGREE THAT ANY LEGAL ACTION MUST BE FILED IN DALLAS COUNTY. IN THE EVENT THE EXECUTION OF THE CREDIT CARD VOUCHER IS REQUESTED AND GIVEN BY THE APPLICANT, THE CARD VOUCHER WILL BE DEPOSITED ON THE 20<sup>TH</sup> DAY AFTER THE INVOICE TO THE DEBTOR IS ISSUED. IN THE EVENT APPLICANT DOES NOT TIMELY, ANY LOSS, COST OR ATTORNEY FEES INCURRED BY METRO BRICK AND STONE COMPANY WILL BE PAID BY APPLICANT WITHOUT THE REQUIREMENT TO OBTAIN OR ATTEMPT TO OBTAIN THE PAYMENT FROM, THE APPLICANT. THE APPLICANT IS THEREFORE WARNED TO CAREFULLY CONSIDER THE OBLIGATION UNDERTAKEN BY APPLICANT BY EXECUTION OF THIS CONTRACT.

THE PARTIES AGREE THAT ALL PAYMENTS STILL OWING AFTER DUE DATE WILL BE ASSESSED ON THE BALANCE DUE A SERVICE CHARGE AT THE RATION OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH, WHICH IS AN ANNUAL SERVICE CHARGE OR EIGHTEEN PERCENT (18%) PROVIDED HOWEVER, THAT IF ANY TIME SUCH IS DETERMINED TO EXCEED THE MAXIMUM ANNUAL PERCENTAGE RATE ALLOWED BY LAWS OF THE STATE OF TEXAS. SELLER WILL IMMEDIATELY ADJUST BUYER'S ACCOUNT FOR SUCH EXCESS. SHOULD BUYER FAIL TO MAKE PAYMENT UNDER THIS CONTRACT, BUYER AGREES TO PAY THE EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES IF SUCH SERVICES ARE REQUIRED.

DELIVER DATES OF BRICK ARE ESTIMATES BASED UPON THE ESTIMATES BY THE MANUFACTURER AS WELL AS THE ESTIMATES OF THE SHIPPER (TRUCK OR RAIL). IN THE EVENT EITHER THE MANUFACTURE OR THE SHIPPER ARE DELAYED IN SHIPPING TO METRO BRICK AND STONE CO., THE DELAY IN DELIVERY TO METRO BRICK AND STONE CO., MAY CREATE A DELAY IN THE DELIVERY OF BRICK TO THE CUSTOMER, METRO BRICK AND STONE CO., IS NOT LIABLE TO THE CUSTOMER FOR DAMAGES CAUSED BY ANY LATE DELIVERY.

THE QUALITY OF THE BRICK IS AGREED TO BE CORRECT IN THE EVENT THE BRICK MEETS OR EXCEEDS THE AMERICAN SOCIETY FOR TESTING AND MATERIALS ("ASTM"). CUSTOMER REALIZES THAT THE COLOR OF THE BRICK MAY VARY DUE TO DIFFERENCES IN THE RAW MATERIALS AND FIRING TECHNIQUES USED IN THE MANUFACTURE OF BRICK. CUSTOMER AGREES TO ACCEPT THE BRICK IN THE COLOR SPECIFIED DESPITE ANY SUCH REASONABLE VARIATION IN COLOR. BREAKAGE OF BRICK IS INEVITABLE CUSTOMER AGREES TO ACCEPT ASTM STANDARDS. USED BRICK IS SOLD ON "AS IS" BASIS. USE OF BRICK DENOTES ACCEPTANCE.

METRO BRICK AND STONE CO. WANTS ITS CUSTOMERS TO BE SATISFIED. THEREFORE RETURNS ARE ALLOWED ON THE FOLLOWING CONDITIONS: FIRST, THE BRICK MUST BE RETURNED IN THE SAME CUBES AS WHEN SHIPPED. SECOND, CUSTOMER MUST PAY THE FREIGHT COST OF RETURNING THE BRICK. THIRD, CUSTOMER MUST PAY RESTOCKING FEE OF 20% ON THE AMOUNT DUE FOR THE BRICK AT, OR BEFORE, TIME OF PICK UP. ALL RETURNS ARE SUBJECT TO THE APPROVAL OF A MANAGER.

**GUARANTY**

IN CONSIDERATION OF YOUR EXTENDING CREDIT TO THE APPLICANT HEREOF, THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES THE TIMELY PAYMENT TO YOU OF ALL SUMS, EVEN IF IN EXCESS OF THE APPLIED FOR OR ESTABLISHED, CREDIT LIMIT, NOW DUE OR WHICH MAY HEREAFTER BECOME DUE AND PAYABLE BY VIRTUE OF YOUR EXTENSION OF CREDIT TO THE APPLICANT. NOTICE OF DEFAULT IS HEREBY WAIVED, AND THIS GUARANTY SHALL NOT BE AFFECTED BY YOU GRANTING EXTENSIONS OF TIME FOR PAYMENT OF OTHER INDULGENCES TO THE APPLICANT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU HAVE RECEIVED WRITTEN NOTICE OF CANCELLATION FROM THE UNDERSIGNED. IT IS EXPRESSLY AGREED THAT ANY SUCH NOTICE OF CANCELLATION, IF GIVEN, SHALL NOT AFFECT THE OBLIGATION OF THE UNDERSIGNED TO PAY ALL SUMS WHEN DUE BY THE APPLICANT. THE INCORPORATION, MERGER, REORGANIZATION OR SALE OF THE APPLICANT'S BUSINESS SHALL NOT OPERATE AS A TERMINATION OF THIS GUARANTY, AND THE GUARANTY SHALL CONTINUE AS TO CREDIT EXTENDED SUCH OTHER ENTITY. SHOULD EITHER THE APPLICANT, TO THE UNDERSIGNED, FAIL TO MAKE PAYMENT AS REQUIRED. THE UNDERSIGNED ALSO AGREES TO PAY THE EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, IF SERVICES OF AN ATTORNEY ARE REQUIRED TO EFFECT COLLECTION.

X _____,	_____	X _____,	_____
GUARANTOR	TITLE	WITNESS	DATE
X _____,	_____	X _____,	_____
GUARANTOR	TITLE	WITNESS	DATE

NOTE: GUARANTOR LINE MUST BE SIGNED BY AN OFFICER OF THE COMPANY, AND WITNESSED BY ANOTHER PERSON TO PREVENT DELAY IN PROCESSING. (IF PARTNERSHIP, ALL PARTNERS MUST SIGN.)