



Salesman # \_\_\_\_\_  
Branch \_\_\_\_\_

535 Old Tarrytown Rd  
White Plains, NY 10603

914-948-6363  
914-948-4627 fax

**Credit Application**

Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ { } Own { } Rent  
Fax \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_

**Business Information:**

{ } Sole Proprietorship (DBA) { } Partnership { } LLC/LLP Corporation Year \_\_\_\_\_ State \_\_\_\_\_

**Principles Information:**

Name \_\_\_\_\_  
Home Address \_\_\_\_\_  
Phone: \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_  
Mortgage Balance: \_\_\_\_\_  
Social Security Number \_\_\_\_\_

Name \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_  
Mortgage Balance: \_\_\_\_\_  
Social Security Number \_\_\_\_\_

**Bank References:**

Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Trade References:**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone/Fax \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNCONDITIONAL CONTINUING GUARANTEE**

**To: New Castle Building Products**

For and in consideration of your extension of credit to \_\_\_\_\_ (hereafter referred to as Applicant), and/or in order to induce you, at your discretion, to extend credit to Applicant, the undersigned agrees to guarantee, and does hereby guarantee unconditionally, punctual payment at maturity to you of any and all such credit which is now, has been, or may hereafter become due or owing to you by Applicant, together with any and all expenses (including reasonable bank and attorney's fees) which may be incurred by you in collecting all or any such credit herein before referred to, regardless of any law, regulation or decree now or hereafter in effect.

No delay on your part shall constitute a waiver thereof or limit or impair your right to take any action. The undersigned hereby consents and agrees that you may at any time, at your discretion, extend or change the time and/or manner, place or terms of payment of any obligation hereby guaranteed and settle or compromise with the Applicant, and /or any other person without notice to the undersigned who agrees to remain bound upon this guarantee irrespective of the existence, value, or condition of any materials received by Applicant.

This is a guarantee of payment and not of collection. The undersigned waives any right to require that any action be brought against the Applicant or any other person. This is a continuing guarantee and shall remain in full force and effect, irrespective of any interruptions in the business relations of the Applicant with you, until written notice shall be received by you that it has been revoked by the undersigned. Any such revocation notice shall not release the undersigned from any liability as to any obligations hereby guaranteed in which you may have an interest at the time of receipt of such notice. No act of omission of any kind on your part shall in any event effect or impair this guarantee. Nor shall same be affected by any change which may arise by any reason of death of the undersigned, or of any partner of the undersigned, or the Applicant.

The undersigned hereby waives notice of acceptance of this guarantee, and also presentment, demand, protest and notice of dishonor of any and all obligations guaranteed hereby, and promptness in commencing any suit against any party thereto or liable thereon. This guarantee shall be valid and binding, without regard to the validity or enforceability of any underlying obligation, upon the undersigned, the heirs, executors, administrators, successors, and assigns of the undersigned, and be enforceable by you, your successors, transferees, and assigns. If this guarantee is executed by two or more parties, they shall be severally liable hereunder. Personal jurisdiction over the undersigned may be obtained by the mailing of a summons (postage prepaid) to the undersigned's address as stated in our records.

**Applicant:**

By \_\_\_\_\_ By: \_\_\_\_\_

Print: \_\_\_\_\_ Print: \_\_\_\_\_

**TERMS:** As stated on invoice.

\*FINANCE CHARGE: Finance charges are assessed on the last day of each month on invoices that are from the previous month or older at a rate of 1.5% per month (or an annual rate of 18%). *No FINANCE CHARGE* will be assessed: (a) in a monthly billing period during which there was no previous months' balance, (b) in a monthly billing period during which payments and/or credits equal or exceed the previous months' balance, (c) on unpaid FINANCE CHARGE, or (d) on purchases during the monthly billing period in which they are added to the account.

- Applicant hereby authorizes and accepts responsibility for orders placed by persons purporting to act on behalf of Applicant and hereby agrees to be responsible for all orders received by New Castle Building Products unless Applicant has given New Castle Building Products *written notice* of any person(s) who is/are not authorized to place orders with New Castle Building Products.
- No agreement shall be formed until this application is accepted New Castle Building Products. If accepted by New Castle Building Products, this application shall form a contract between the parties which shall control and be binding upon all parties hereto in any transaction in which credit is extended without regard to any other document to oral communication whatsoever. This application shall not be modified except in writing and signed by Applicant and New Castle Building Products.
- I hereby agree to all of the terms and conditions stated herein and further swear, under penalty of perjury, that the foregoing information is true. I understand that this application is made to induce New Castle Building Products to extend credit to Applicant and that New Castle Building Products will act in reliance thereon. This agreement shall be governed by New York State law and applicable federal law. Any legal action shall be commenced in the courts located in Monroe County in the state of New York.
- Applicant agrees that New Castle Building Products may add a finance charge of 1-1/2% per month (18% per year) to any unpaid balance over 30 days from date of invoice. The FINANCE CHARGE excludes any purchases added within 30 days from invoice date and any unpaid FINANCE CHARGE.\* Applicant further agrees, in the event of default on payment and in accordance with the previously stated terms and conditions, to pay any and all costs of collection including reasonable bank and attorneys' fees. Suits, if necessary, shall be in accordance with and be filed in New York State in the courts located in the following counties: Monroe or Erie.
- When offered, discounts can only be taken if payment is made by cash or check. No discounts are allowed when payments are made on credit cards.

The undersigned hereby consent to New Castle Building Products use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) New Castle Building Products to utilize a consumer credit report on the undersigned from time to time in connection with the extension of continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.