



**Banks Construction Company**  
**PO Box 71505 • North Charleston, SC 29415**

**Credit Application**

***BUSINESS INFORMATION***

Name: \_\_\_\_\_ (the "Customer")  
Type:  Corporation  Partnership  Sole Proprietorship  LLC State of Origin: \_\_\_\_\_  
Street Address: \_\_\_\_\_ P O Box: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Business: \_\_\_\_\_ No. Years in Business: \_\_\_\_\_  
Names of Predecessor Businesses: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Parent Company: \_\_\_\_\_

***INFORMATION ON PRINCIPALS***

*For Sole Proprietorship or Partnership: List all Owners and/or Partners*  
*For Corporation or LLC: List all Officers, Directors, Members, and Majority Stockholder*

Name	Home Address	Phone	Social Security No	Position

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_\_\_  
Has any judgment ever been entered against any of the companies or principals listed above? \_\_\_\_\_  
Are there any legal actions or arbitrations pending against any of the companies or principals listed above? \_\_\_\_\_

***CREDIT REFERENCES (Attach separate schedule is necessary)***

Primary Bank:  
Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
Other Bank:  
Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact: \_\_\_\_\_

***TRADE REFERENCES***

Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone & Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone & Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone & Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_ Address: \_\_\_\_\_

**TERMS AND CONDITIONS**

I/we certify that this information is correct, complete, and that we are able to pay within thirty days of each invoice date labor or materials ordered. I/we further understand that Banks Construction Company ("Seller") will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain business and consumer credit reports on Customer or any principals listed above or to obtain credit and funding information from any other persons or entities. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of the Seller, should Seller determine to supply labor or materials or extend credit to Customer in the future.

Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1.5% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including a reasonable attorney's fee, if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in South Carolina and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Charleston, South Carolina. This agreement shall be governed by and construed in accordance with the laws of South Carolina.

Customer further agrees to pay all amounts due under this agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefitting from the labor and materials supplied. In the event other entities or individuals order or use the labor or materials pursuant to this agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this agreement.

All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond, or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Seller for signature that may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on this account, despite any advice to the contrary. Seller may charge credit limits or other credit terms at any time, in its sole discretion.

Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller ("Trust Funds"). Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. Customer irrevocably assigns to Seller any interest it may have in its Trust Fund account receivable.

Seller may stop the manufacture or supply of any materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Customer agrees to pay a reasonable storage fee if materials are stored on Seller's yard for more than 60 days.

**Personal Guaranty: The undersigned representative of the Customer understands and agrees that by signing this Agreement, he/she personally guarantees the payment of and that he/she is individually liable for all of the Customer's indebtedness to the Seller hereunder.**

CUSTOMER: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_