

# Jett & Company

CONSTRUCTION MATERIALS AND SUPPLIES

260 PICKETTS LINE  
NEWPORT NEWS, VA 23603  
PH-757-887-0856  
FAX-757-887-0932

1188 KINGWOOD AVE  
NORFOLK, VA 23502  
PH-757-314-3410  
FAX-757-314-3408

## CREDIT AGREEMENT

### NEW CUSTOMER INFORMATION

Company name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Corporation     Partnership     Sole Proprietorship     Limited Liability Co.

Year Established: \_\_\_\_\_ Credit Limit Requested: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Sales Tax Exempt #: \_\_\_\_\_  
(Please attach copy of certificate)

### INFORMATION ON PRINCIPALS

Please list two Owners, Partners, and/or Officers.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_

Has any judgment ever been entered against any of the companies or individuals listed above? \_\_\_\_\_

Are there any legal actions or arbitrations pending against any of the companies or individuals listed above? \_\_\_\_\_

**CREDIT REFERENCES**

*Primary Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

*Other Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Are supplies to be purchased for resale?  Yes  No  
Or otherwise exempt?  Yes  No **If yes, sales tax exemption certificate must be attached.**  
Type of business engaged in: (General Contractor, Supplier, Sub-contractor, other) \_\_\_\_\_

Name of Special Projects (Optional): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Estimator: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PURCHASING INFORMATION**

Purchasing Agent (list name of person(s) authorized to buy): \_\_\_\_\_

Purchase Order/Project or Job name/number Required?  Yes  No

Accounting Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

# TERMS AND CONDITIONS

I/We certify that this information is correct, complete and that we are solvent and able to pay for labor or materials ordered. I/We further understand that Seller will rely on this information for the extension of credit. Customer authorizes Seller from time to time to obtain Credit Reports on Customer or any individuals listed above or to obtain credit and funding information from other persons or entities listed above.

**Customer agrees to pay service charges of 1 ½% interest per month on any invoice amount past due until paid, both before and after judgment and further agrees to pay all costs incurred in collection of past due amounts, including attorney’s fees in the amount of 1/3 of the total balance due from Customer, in the event this account is placed with an attorney for collection, whether suit is filed or not.** Customer expressly agrees to submit to personal jurisdiction in Virginia and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether suit is brought by Seller or Customer, shall be the City of Newport News, Virginia.

Customer further agrees to pay all amounts due under this Agreement, including interest and cost of collection, for all labor and materials supplied on this account before and 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 the Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event of such other entities or individuals ordering or using the labor or materials, it is agreed that both the Customer and the other legal entities or individuals shall be obligated for all amounts due under this Agreement.

Customer agrees that all shipments to any one project shall be considered part of a specific continuing contract related to a single property. 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 similar security rights for unpaid deliveries under any circumstances, regardless of what other documents have been presented to Seller for signature which 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 change credit limits or other credit terms at any time, in its sole discretion.

Seller may stop the 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 more than 60 days.

Applicant(s):

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Office Use Only:

Salesman No. \_\_\_\_\_ Job Name/Location: \_\_\_\_\_ Estimated Credit Amount: \_\_\_\_\_