

Credit Application
(Originals to be on file at Dave's Cabinet Inc.)

Legal Business Name: _____ State of Incorporation _____
Trading as Name: _____ Date: _____ Day Phone: _____
Street Address: _____ Night Phone: _____
City: _____ State: _____ Zip: _____ Cell Phone: _____
Tax ID #: _____ Email _____ Fax Number: _____
Title Ins. Co: _____ Address: _____
Lien Agent: _____ Phone: _____
Lien Agent Address: _____ State: _____

Corporation: (List Officers Below)

President: _____ Phone: _____
Address: _____
Secretary: _____ Phone: _____
Address: _____
Registered Agent: _____ State: _____
Address: _____

Partnership: (List Partners Below)

1. _____ Phone: _____
Address: _____
2. _____ Phone: _____
Address: _____
Registered Agent: _____ State: _____
Address: _____

Individual:

Name: _____
Social Security: _____ Birth Date: _____
Employment: _____
Position: _____ Years: _____
Own: _____ Rent: _____ No. Years _____ Mortgage Holder: _____

Spouse:

Name: _____
Social Security: _____ Birth Date: _____
Employment: _____
Position: _____ Years: _____

Building Supply References:

- 1. _____ Name Phone
2. _____ Name Phone
3. _____ Name Phone

Personal References:

- 1. _____ Name Phone
2. _____ Name Phone
3. _____ Name Phone

Name of Bank: _____

Person to contact: _____

Name of Lending Institution:

- 1. _____
2. _____

Person to contact: _____

Person to contact: _____

Is Job Bonded? No _____ Yes _____ if so, Bonding Agency: _____

Statement: In consideration of credit being extended by DAVE’S CABINET, INC. & DAVE’S GRANITE, INC. to me/us/it. I and/or we certify the truthfulness and veracity of the statement appearing above, and I and /or we guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing by us or either of us, or any other person, firm or corporation for our benefit. If credit is extended to a corporation in which we, or either of us, or I am an officer, or in which an interest exists I and/or we will personally faithfully guaranteed the payment of all credit extended to said corporation.

Liability: Seller and Purchaser agree that any claim for defective goods, errors, transit damages or shortages shall be presented in writing by the purchaser to the seller within five (5) days from the receipt of goods, but no claim shall be made by the purchaser for incidental or consequential damages. The seller is not responsible for damage on job site by other contractors or personnel not employed by seller. Stone or quartz countertop seam location is at the sole discretion of Dave’s unless otherwise defined on the plans. After delivery, the risk of loss, as delivery cannot be taken, reasonable storage fees will be charged.

The cabinets and other products which are the subject of this contract are built according to the specifications agreed upon between the seller and purchaser. Seller is responsible for correct construction and installation of the cabinets or other products set forth in this contract to the specifications contained herein and is not responsible for the installation or adjustment of plumbing, electrical wires or fixtures, flooring or other decoration. Neither is seller responsible for moving, permanent placement of, or installation of appliances of any kind. (Unless specifically stated otherwise in contract.) The price agreed upon herein does not include possible and additional expenses incurred or entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the sellers required to furnish additional labor or materials as a result of such contingencies, then the cost thereof shall be on an actual cost plus 20% basis to be paid by the purchaser. Contingencies include but are not limited to: inability to reuse existing water, vent and waste pipes; air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement. The seller will have no responsibility for or obligation to correct flooring, paint, wall paper, plaster, electrical fixtures, plumbing or any other matter unless this contract specifically includes and itemizes these services.

Total liability for Dave’s Cabinet Inc. is limited to the value of the goods and services that are defective and those materials and services will be replaced by Dave’s Cabinet Inc. at Dave’s Cabinet Inc. expense. Additional expenses for subsequent work are not the responsibility of Dave’s Cabinet Inc.

At the conclusion of the job, if requested, the seller (or his agent) will inspect work with purchaser to determine if any additional warranty related work needs to be performed. Any unsatisfactory items, which are warranty related, will be placed on a written list to be corrected. The approximate value of any claims may be withheld from payment, but will not be reason for non-payment of entire invoices. Final payment is due when the job is essentially complete; payment portions can be held back for discrepancies according to approximate cost of repairing/fixing the discrepancy.

Terms: The purchaser understands that the products described are specifically designed and custom built and that the seller takes immediate steps upon execution of this agreement to engineer, order and construct those items set forth herein; therefore, this agreement is not subject to cancellation by the purchaser for any reason.

If Seller is required to file liens or encumbrances to secure the indebtedness, the cost of filing those liens or encumbrances will be reimbursed by the purchaser. In the event seller engages counsel, and a judgment is rendered in favor of Seller, Purchaser agrees to pay court costs and attorney fees of up to 33% of Judgment. Seller reserves the right to lien properties according to the law of the applicable state.

The undersigned expressly waives: (a) notice of acceptance of the guaranty and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security thereof; (d) Homestead exemption to said debt; (e) all other notices to which the undersigned might otherwise be entitled; and (f) demand for payment under this guaranty. Seller shall have the right to stop work and keep the job idle if payments are not made when due.

DAVE’S CABINET, INC. and DAVE’S GRANITE, INC. Regular billing date is the 30th of each month, with balances due and payable net by the 10th of the following month. If your account is paid by the 10th of the month following the purchase of merchandise, only the NET AMOUNT of the statement will be payable. Otherwise, late charge of service charge may be made in the amount of one and on-half percent, calculated on the 30th day of each month on the balance as of the 30th day of the previous month (less payments and credits to said balance) until payment in full is made. 1-1/2% per month is an annual percentage rate of 18%. Venue Provision: It is further agreed and understood by all parties to this agreement that any suit commenced to effect collection of this account shall be brought in the General District Court and/or the Circuit Court of the City of Chesapeake, State of Virginia.

Notice: Anything to the contrary herein notwithstanding, DAVE’S CABINET, INC. & DAVE’S GRANITE, INC. Shall not be required to extend credit pursuant to this or any other agreement with the applicant.

NOTICE: IT IS IMPORTANT YOU THOROUGHLY READ BEFORE SIGNING.

X _____
Personal Signature

Guarantor and Pledgee (if different than applicant)

Print Name

X _____
Personal Signature

Guarantor and Pledgee (if different than applicant)

Print Name

WHEREAS, the undersigned has requested DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC., a corporation organized under the laws of the State of Virginia, (hereinafter called DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC.,) to extend credit to _____

(Legal Business Name)

(hereinafter called Debtor) and DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC. has extended credit and/or may in the future extend credit by reason of such request and in reliance upon this guaranty:

NOW, THEREFORE, in consideration of such credit extended and/or to be extended in its discretion by DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC. to the Debtor, the undersigned, (who, if two or more in number, shall be jointly and severally bound) hereby unconditionally guarantees to DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC., and its successors and assigns, the punctual payment when due, with such interest as may accrue thereon either before of after any maturity(ies) thereof of all debts and obligations of the Debtor whether created by the Debtor or any other party on behalf of the Debtor or in the name of the Debtor.

The undersigned consents and agrees that the whole or any part of any obligation or indebtedness created by the Debtor may be compromised, surrendered or extended from time to time: that the Debtor may be granted indulgences generally without affecting the liability of the undersigned; that any party liable for the payment hereof (including but not limited to any co-guarantor) may be granted indulgences released; that neither the death, bankruptcy nor disability of any one or more of the guarantors shall affect the continuing obligation of any other guarantor and that no claim need be asserted against the personal representative guardian trustee in bankruptcy or receiver of any deceased, incompetent, bankrupt or insolvent guarantor; It being the intent of this instrument that all parties shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release with respect to said indebtedness.

This is a guaranty of payment and not of collection. The liability of the undersigned on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Debtor or any other person, nor against securities or liens available to DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC. its successors, or assigns, The undersigned waives any right to require that an action be brought against the Debtor or any other person to require that resort be had to any lien or security. If the debts of the Debtor are partially paid through the election of DAVE'S CABINET, INC., & or DAVE'S GRANITE, INC., its successors or assigns., by the pursuit of its lien rights or any of the remedies in this agreement or provided by law or if such debts are otherwise partially paid, the undersigned shall remain liable for any balance of such debts up to the limit hereinabove stated. The undersigned further agrees to pay the cost of collection including an attorney's fee of 25% in the event DAVE'S CABINET, INC., & DAVE'S GRANITE, INC. engages counsel for collection of said account or to enforce the Guaranty Agreement.

INITIAL: _____

The undersigned expressly waives: (a) notice of acceptance of the guaranty and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security thereof; (d) homestead exemptions to said debt (e) all other notices to which the undersigned might otherwise be entitled; and (f) demand for payment under this guaranty.

This Guaranty shall be binding upon the undersigned, his personal representatives, successors.

Venue Provision: It is further agreed and understood by all parties to this agreement that any suit Commenced to effect collection of this account shall be brought in the General District Court and/or the Circuit Court of the City of Chesapeake, State of Virginia

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and sent this the _____ day of _____ 20 _____ Registered Agent

WITNESS:

_____ X _____
Personal Signature

Print Name

Social Security Number

_____ X _____
Personal Signature

Print Name

Social Security Number

Personal Guarantee Agreement
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INITIAL: _____

