



Store \_\_\_\_\_

Salesman \_\_\_\_\_

Fax: 770.877.5955

Email: Kim.Waid@wheelers.com

**Statement of Financial Facts, Credit Purchase Agreement, and Guaranty**

**Instructions: Fill out all of Section I and either Section II or Section III, as applicable. Sign front and back.**

**I. Customer Name** \_\_\_\_\_  
 Street Address (required) \_\_\_\_\_ Route # \_\_\_\_\_ Box \_\_\_\_\_ P.O. Box \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Pager Number \_\_\_\_\_  
 Mobile Phone \_\_\_\_\_ Fax \_\_\_\_\_ Credit Limit Required \_\_\_\_\_

**Customer's Banks:**

NAME & BRANCH	TYPE ACCOUNT	ACCOUNT #	CONTACT PERSON	OFFICE USE ONLY			
				OP	HI	BAL	R

**Customer's Trade References:**

COMPANY NAME	ADDRESS	PHONE #	OFFICE USE ONLY			
			OP	HI	BAL	R

Construction loan? \_\_\_\_\_ Amount \_\_\_\_\_ Bank \_\_\_\_\_ Loan Officer \_\_\_\_\_  
 Bank Branch Location & Address \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address of Job Site \_\_\_\_\_ County of Job Site \_\_\_\_\_  
 Subdivision Name \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
 Who owns the Job Site property? \_\_\_\_\_ What bank has the security deed? \_\_\_\_\_

**Check one:** Business - Incorporated  Business - Partnership  Individual

**II. Individuals' Accounts Only:**

Your Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_  
 How long have you lived at above address? \_\_\_\_\_ Own? \_\_\_\_\_  
 Former Address: P.O. Box \_\_\_\_\_ Route # \_\_\_\_\_ Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 How long were you at this former address? \_\_\_\_\_  
 Spouse's Name \_\_\_\_\_ Spouse's Soc. Sec. No. \_\_\_\_\_  
 Where are you employed? \_\_\_\_\_ How Many Years? \_\_\_\_\_ Weekly Salary: \_\_\_\_\_  
 Where is your spouse employed? \_\_\_\_\_ How Many Years? \_\_\_\_\_ Weekly Salary: \_\_\_\_\_  
 What is the purpose of this account (check one)? Building own home  Consumer account   
 Self employed as Repair/Remodeler  Self employed as Home Builder   
 Other (explain) \_\_\_\_\_  
 Expected Average Monthly Balance: \_\_\_\_\_

**III. Business Accounts Only:**

Type of Business \_\_\_\_\_ Date Started \_\_\_\_\_ Annual Sales \_\_\_\_\_  
 When did you incorporate? \_\_\_\_\_ What state? \_\_\_\_\_  
 Is this company a branch or subsidiary? \_\_\_\_\_ If yes, name the parent \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

List ALL Principal Owners/Officers/Partners:

NAME	ADDRESS	SOCIAL SECURITY #	TITLE	PHONE #

Have any above-cited partners or officers ever been associated w/a construction firm doing business under another name? \_\_\_\_\_  
 If yes, name the officer(s) and company(ies) \_\_\_\_\_  
 Has the Customer or any partner or officer of the Customer ever been sued or filed for bankruptcy? \_\_\_\_\_  
 Which person? \_\_\_\_\_ When? \_\_\_\_\_ Where? \_\_\_\_\_

The undersigned hereby avers that the foregoing is true and correct and agrees to each of the terms and conditions on the reverse side.

\_\_\_\_\_  
 SIGNATURE OF APPLICANT TITLE/POSITION DATE

**TERMS:** In consideration of the extension of credit by HomeTeam Builder Services, LLC, #2 Riverside Industrial Park, Rome, GA, d/b/a Wheeler's, its subsidiary (hereafter Seller), the Undersigned (both Customer and Guarantors) hereby unconditionally promise(s) to pay HomeTeam Builder Services, LLC, on the following terms, for all sales to Customer or Guarantor(s), or the employee, agent, officer, partner or joint venturer of either Customer or Guarantor.

1. Each month's ending balance is to be paid in full by the 10th of the following month. Any balance still owed on the 15th of the month will receive a **non-deductible** service charge of one and one-half percent (1 1/2%) per month. Interest on all accounts is **compounded** at the rate of one and one-half percent (1 1/2%) on the balance due per month.

2. In the event this account is placed in the hands of an attorney for collection or suit is instituted to collect the same or any portion thereof, the Undersigned agree(s) and promise(s) to pay a reasonable attorney's fee of not less than 15% of the balance then due and owing, plus all expenses and costs of collection.

3. **PERSONAL GUARANTY:** For good and valuable consideration, including the extension of credit to Customer or Guarantor or to the employee, officer, partner or joint venturer agent of either, the receipt of which is hereby acknowledged, each of the Undersigned (whether principal, officer, partner, agent, guarantor, or otherwise) hereby individually and unconditionally promises to pay all debts and liabilities of Customer and/or Guarantor to Seller and unconditionally agrees that, by execution hereof on behalf of Customer, he/she it and they become and are **personally, individually and primarily liable, jointly and severally with Customer**, for the payment of all indebtedness and liabilities of Customer or Guarantor to Seller, **whether now owed or hereafter created or owed, and whether or not such liabilities are in excess of customer's credit limit.** Demand for payment, and all notices of every kind (including, but not limited to, notice of: creation of debt, non-performance, acceptance, protest, dishonor, release or exchange or disposition of collateral, extensions, indulgences, modifications, and default) are hereby expressly waived by the Undersigned. No release or impairment of collateral by Seller shall discharge Customer or Guarantor(s), and he / it / they shall remain liable to Seller for all indebtedness or liabilities secured by such collateral. This personal guaranty shall not terminate and shall continue in full force and effect until the tenth (10th) day after Seller shall have actually received by certified mail (evidenced by return receipt) written notice of revocation, however, such revocation shall not relieve the Undersigned from any indebtedness or liability incurred prior to the date of termination of this personal guaranty. Guarantor(s) waive(s) all rights provided under O.C.G.A. 10-7-24.

4. The Undersigned hereby agree(s) that all past and future sales made to Customer or Guarantor in his/her/its or their individual, corporate or partnership name, in any trade name, in the name of any subsidiary, or in the name of any employee, officer or agent, officer, partner or joint venturer of either Customer or Guarantor(s) shall nevertheless be a joint and several indebtedness and liability of both Customer and Guarantor(s) named herein.

5. Unless Customer expressly instructs Seller, in writing, by reference to a particular invoice number, to apply a particular payment to a particular purchase, all payments may be applied by Seller, at Seller's sole election, to any unpaid invoice(s) or service charge(s). All instructions for application of payment to a particular invoice shall be written by Customer on the face of the tendered check, or, in the case of cash payment, on the face of Seller's copy of Customer's cash receipt. No other instruction shall be binding upon Seller.

6. **EXPRESS TRUST:** The Undersigned, as **Trustee(s)**, hereby expressly agree(s) that both Customer and Guarantor(s) shall segregate, immediately deposit separately, and account separately for a certain amount of all funds, proceeds and moneys which are paid to or received by Customer or Guarantor(s) on account of, or for the purpose of, the improvement of real property upon which goods or materials supplied by Seller were used or attached or are to be used or attached; and Customer and Guarantor shall segregate, immediately bank, deposit separately and account separately for a certain amount of all funds, moneys and proceeds which are paid to or received by Customer or Guarantor(s) on account of the sale or lease of said materials or goods or on account of the sale or lease of any real property improved with said materials or goods; and Customer and Guarantor shall hold that certain amount of funds, moneys and proceeds **in trust**, as Seller's property. The said certain amount held in trust shall be equal to the total amount of Customer's debts, liabilities and obligations to Seller, or to the total amount of all said funds, moneys and proceeds paid to or received by the Undersigned, whichever total amount is less; and Customer and Guarantor(s) shall account for and pay said certain amount of funds, proceeds and monies to Seller, as trust property, immediately after Customer's or Guarantor's receipt thereof. "Proceeds" shall include both direct and indirect proceeds.

7. **SECURITY:** Seller retains title to and a security interest in all goods, materials and appliances sold to Customer or Guarantor until paid for, and also retains title to and in all building materials until such shall lose its/their character as personal property. Upon Customer's default, Customer grants Seller permission to enter, at any time, in any peaceful manner, all premises over which customer may own or have control, to claim or take possession of such appliances, materials, goods or other collateral. Customer and Guarantor(s) hereby expressly waive the right to prior notice of the seizure or repossession of collateral or unpaid-for goods or materials. Customer and Guarantor(s) hereby grant to Seller, as collateral, a security interest in all his / its / and their inventory, goods, or storage, raw stock, equipment, machinery and tools, and in all trade fixtures which are now or hereafter located at Customer's or Guarantor(s) places of business or storage wherever located, whether the same are now owned or hereafter acquired; as well as a security interest in all property listed on Exhibit "A" hereto, all accessions thereto, and the proceeds thereof. The collateral includes the proceeds thereof. Seller may supply the location address of such property for all purposes under the U.C.C. The Undersigned shall, at any time and from time to time on demand by Seller, deliver, convey, transfer, or assign to Seller, as security for any and all of the Debts or Liabilities to Seller, any such additional collateral as Seller may request from time to time. The Undersigned hereby authorizes Seller, at the Undersigned's expense, to file such documents, security deeds and Uniform Commercial Code financing statements relating to any trust or security interest herein created or granted, without the Undersigned's signature thereon, as Seller, in its option, may deem necessary or appropriate, and the Undersigned hereby irrevocably appoints Seller as the Undersigned's attorney-in-fact to execute any such documents, deeds and financing statements in the Undersigned's name and to perform all other acts which the Seller deems necessary or appropriate to perfect and continue the perfection of Seller's security interests hereunder and to protect, preserve and realize upon any collateral provided to Seller hereunder. Failure to comply with any term of this agreement, non-payment of any balance when due, or insolvency of Customer or Guarantor(s) shall constitute default hereunder. Seller's rights and remedies under this agreement are cumulative and addition to any other rights Seller may have under any applicable law. Seller's failure to exercise any right or remedy shall not waive the right or remedy, nor waive any other right or remedy.

8. Customer and Guarantor(s) agree(s) to examine all invoices and statements promptly upon Customer's receipt thereof and to notify Seller immediately, in writing, of any unauthorized purchases or charges, failure of delivery, shortage, discrepancy or error. It is further agreed that invoices and statements shall be conclusive evidence of the account balance owed, unless Customer shall notify Seller, in writing, of such unauthorized purchases or charges, failure of delivery, shortage, discrepancy or error within thirty (30) days of Customer's receipt of such erroneous invoice or statement. All invoices and statements for goods sold shall be conclusively presumed to have been received by Customer on or before the tenth (10th) day of the month succeeding the month of purchase of said goods, unless Customer shall notify Seller otherwise, in writing, on or before the thirtieth (30th) day of the month succeeding the month of purchase. Customer shall receive only one statement per month and only one invoice per purchase. Additional copies of invoices or statements shall cost \$2.00 per page, payable in advance.

9. **LIMITED WARRANTIES AND EXCLUSION OF CONSEQUENTIAL DAMAGES:** Seller warrants to Customer that all building materials sold under a description meet the industry standards therefor. **Seller DISCLAIMS ALL WARRANTY OF SUITABILITY OF MATERIALS FOR ANY PARTICULAR PURPOSE AND SELLER DISCLAIMS ALL OTHER WARRANTIES, FOR BOTH CASH AND CREDIT SALES.** All claims for breach of warranty must be made by Customer, in writing, within one year of the date of sale of the nonconforming goods/materials. Customer's remedy for any breach is limited, at Seller's sole election, to refund of the purchase price or replacement of the nonconforming goods. Customer agrees that Seller shall not be liable for any consequential damages; and Customer hereby waives any obligation of the Seller with respect to consequential damages.

10. Customer and Guarantor(s) agree(s) to immediately examine each shipment, and to notify Seller promptly of any errors in shipment and of any defective goods / materials supplied. Any use of goods / materials by Customer shall constitute a waiver of any and all warranty claims for defects in shipment or in said goods / materials. Shipment is not warranted. Seller may deliver materials to the job site designated by Customer or its agent or employee without obtaining a signed receipt and whether or not Customer or its agent or employee are present to accept delivery.

11. Customer and Guarantor(s) agree that they shall not, at any time, without Seller's prior written approval, purchase any goods or materials from Seller at any time after Customer or Guarantor(s) have been declared in default under any debt obligation to any entity; nor at any time that he/it or they have knowledge that Customer or Guarantor(s) is /are financially insolvent; nor at any time after the proceeds of any construction loan intended to be used for the purchase of building materials have been fully paid out, exhausted, or made unavailable to Customer.

12. The Undersigned hereby warrant and guaranty that each Customer and Guarantor has a positive net worth; has not been declared in default under any outstanding debt obligation; has a positive cash flow; is not delinquent on any debt obligation; is paying his/its current obligations timely; and has not contacted any person regarding the filing of bankruptcy on his /its own behalf, nor on behalf of any corporation or partnership, within the preceding sixty (60) months. Customer and Guarantor(s) understand and agree that Seller will and does rely on this particular representation and all other representations and agreements made herein as material to Seller's decision to grant or deny credit, and also as material to the dischargeability of customer's debt in any possible bankruptcy proceedings. Seller may refuse to extend further credit upon Customer's non-payment, late payment, or should Seller consider itself insecure or less secure.

13. The Undersigned hereby authorize(s) every bank, commercial bank, financial institution, insurance company, credit information provider, creditor of any type and State or Federal government agency to release any and all information and financial information about himself and/or itself upon service of a copy of this authorization and release in the same manner as if the copy were an original. The Undersigned further authorize(s) Seller to access information from each of the above referenced sources at such times as Seller deems appropriate.

14. This document contains the entire agreement between the parties and supercedes all prior or contemporaneous agreements and may not be modified except by a writing signed by the Seller. Georgia Law controls this agreement. Should any term of this agreement be held unenforceable by a Court of competent jurisdiction, the remainder of the agreement shall be enforceable.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY HEREOF.

Signed and Sealed This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

1. Agreed \_\_\_\_\_ (SEAL) \_\_\_\_\_  
SIGNATURE OF GUARANTOR CUSTOMER NAME

\_\_\_\_\_  
PRINTED NAME By: \_\_\_\_\_ (SEAL)  
AUTHORIZED COMPANY AGENT

2. Agreed \_\_\_\_\_ (SEAL) \_\_\_\_\_  
SIGNATURE OF GUARANTOR Title: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

3. Agreed \_\_\_\_\_ (SEAL) \_\_\_\_\_  
SIGNATURE OF GUARANTOR

\_\_\_\_\_  
PRINTED NAME