

ACCOUNT AGREEMENT

Roofers Supply and the undersigned applicant for credit agree as follows:

1. Nothing herein shall require the extension of credit. If credit is granted, applicant shall use such credit for commercial purposes only. **Roofers Supply** may withdraw credit privileges at any time, for any reason, at its own discretion.
2. The undersigned purchaser hereby agrees that all amounts due **Roofers Supply** are payable with terms of 1% 10th (if paid by check/cash), net EOM unless otherwise agreed by Roofers Supply and undersigned. If any amount due **Roofers Supply** is not paid in said period, a finance charge of 1½% per month of the delinquent balance or such rate allowable by law shall be added to the sum due. This is an Annual Percentage Rate of 18%.
3. The parties hereby acknowledge that the goods and/or services purchased from **Roofers Supply** are *not* payable in installments, but are payable in full as stated herein.
4. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from **Roofers Supply** are payable at 3359 South 500 West, Salt Lake City, Utah 84115; 120 West 21st Street, Ogden, Utah 84401; 125 South 1550 West, Lindon, Utah 84042; 400 West Coal Creek Road, Cedar City, Utah 84721; or 4285 South River Road, St. George, Utah 84790; or 270 North 1000 West, Logan, Utah 84321.
5. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or collection agency for collection, reasonable attorney's fees plus all attendant collection costs. Venue for any litigation relating to goods sold to the undersigned shall be in Salt Lake County, Utah.
6. Payments for any delinquent balance(s) shall be applied first to cost of court, then to collection/attorney's fees, then interest and lastly to principal.
7. The undersigned agrees to notify **Roofers Supply** by certified mail thirty (30) days prior to any pending change of ownership of the customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that this guaranty is executed by more than one person then, in such event, the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if in the plural. Applicant further agrees to comply with the Utah laws governing Utah transfer of assets.
8. *Release of Credit Information.* Applicant authorizes **Roofers Supply** to inquire into and obtain from any bank, lending institution or credit reference whether listed on this Credit Application or not, any and all information relating to applicant's credit-worthiness or financial condition. Applicant warrants and represents that the statements of facts furnished on this application hereof are true, complete and correct.
9. *Applicable Law.* The applicant agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the State of Utah.
10. *Option to Waive.* **Roofers Supply** may, at its option, waive any of the above requirements, or excuse applicant's compliance with any of the above obligations.

NAME

TITLE

SIGNATURE

DATE

PERSONAL GUARANTY:

(If a corporation, an officer, director, or stockholder must execute. If a partnership, either limited or general, all partners must execute.)

I, _____ residing at _____

for and in consideration of your extending credit at my request to _____ (herein after referred to as the "Company") hereby personally guaranty you payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay you the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and identity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. The undersigned guarantor agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or collection agency for collection, reasonable attorney's fees plus all attendant collection costs. Payments for any delinquent balance(s) shall be applied first to cost of court, then to collection/attorney's fees, then interest and lastly to principal. Venue for any litigation relating to goods sold to the Company will be Salt Lake County, Utah.

Signature _____ SSN _____ Date _____

FOR OFFICE USE ONLY

Signature _____ Credit Guide Amount _____

Office _____ Branch Manager _____

Date Approved _____ Account # _____