

Ro-Mac Lumber & Supply, Inc.

Consumer Application for Credit and Agreement of Terms and Conditions of Sale

Email completed application to Credit@RoMacFL.com or send via mail to:

RoMac Building Supply, 700 E. Main Street, Leesburg, FL 34748



RoMac Building Supply Use Only		Salesperson Name: _____		New Acct#:	
Store: _____		Salesperson #: _____ 1 _____ 2 _____ 3 _____ 4 _____ 5 _____		Prior Acct#:	
CUSTOMER AND GUARANTOR					
Applicant Name:			Joint Applicant:		
Home Address:			Home Address:		
City, Zip:			City, Zip:		
Cell Phone:			Cell Phone:		
Email:			Email:		
Social Security #:			Social Security #:		
Driver License #:			Driver License #:		
Date of Birth:			Date of Birth:		
Would you like Invoices/Statement emailed?			Email:		
** For new construction, all owners must sign this application.					
AUTHORIZED USER INFORMATION					
Name:			Phone #:		
Name:			Phone #:		
EMPLOYMENT					
Applicants Employer:			Joint Applicants Employer:		
Address:			Address:		
How long employed?		Annual Salary?		How long employed? Annual Salary?	
Previous Employer:			Previous Employer:		
Address:			Address:		
BANK REFERENCE					
Applicants Bank Name:			Joint Applicant Bank Name:		
Checking Account #:			Checking Account #:		
LICENSE HOLDER INFORMATION					
Name:		Lic. Type:		Lic. #:	
Phone:			Email:		
LENDER INFORMATION					
Do you have a construction loan or home improvement loan? Yes No					
<i>If yes and account is initially to be used for new home construction or home improvement, please complete below:</i>					
Construction Lender:			Phone:		
Address:			City:		
OTHER PROPERTY INFORMATION					
Notice of Commencement File/Instrument #:			Building Permit #:		
Physical Address of Construction: Lot#		Unit#		Subdivision:	
911 Address of Construction:			City:		
Applicants(s) accept and agree to the terms and conditions on the second page of this Application. Fax or photocopies maybe deemed to be the equivalent of original signature. Credit Terms: Terms are 10 th prox. meaning all purchases made in one calendar month are due in full by the 10 th of the following month. Applicants must initial and date the second page.					
Applicant Signature _____			Date _____		
Joint Applicant Signature _____			Date _____		

RO-MAC LUMBER & SUPPLY, INC. CONSUMER CREDIT ACCOUNT TERMS AND CONDITIONS

In this Ro-Mac Lumber & Supply, Inc. Consumer Credit Account Agreement ("Agreement") the words "you" and "your" mean each person or joint applicant whose application for the Ro-Mac Lumber & Supply, Inc. Consumer Credit Account ("Account") covered by this Application has been accepted. The words "Ro-Mac," "we," "us," and "our" mean Ro-Mac Lumber & Supply, Inc.

In consideration of credit being extended by Ro-Mac Lumber & Supply, Inc. to you, you certify the truthfulness and veracity of the statements appearing herein, and you guarantee and bind yourselves to the faithful payment of all amounts purchases or now owing, by you or either of you, or any other person, for your benefit.

Applicant authorizes Ro-Mac Lumber & Supply, Inc. to investigate Applicant's credit history including personal credit report and furnish information on Applicant's payment performance to credit reporting agencies and proper persons.

In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, you agree and promise to pay an attorney's fee of 20% of the balance then due and owing. Applicant hereby agrees that post judgement interest shall accrue on the total amount awarded in said judgement in the amount of 18% per annum until paid in full.

Ro-Mac Lumber & Supply, Inc. establishes separate sub-ledger accounts for each job and requires a Notice of Commencement or similar information in order to execute and perfect a "Notice To Owner" as provided by Florida law.

Authorized Purchasers: You agree that Ro-Mac may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account. Each applicant may use this Account and will each be liable for all credit extended under this Account to any applicant or authorized user/purchaser.

Purchases and/or deliveries are herewith authorized to be made without signature. A delivery surcharge will be added to your account for all merchandise returned to a Ro-Mac Lumber & Supply, Inc. facility.

Purchases of material will indicate the acceptance of the following terms: net due the 10th, past due on the 11th. Past due accounts may be suspended from charging privileges. Finance charges are at the rate of 1.5% per month (18% per annum) and will be assessed on past due balances the last day of the month in which the amount was due and payable.

No credit will be issued for merchandise returned that was purchased prior to 90 days. Returns must be accompanied by original invoice number and date of purchase. Damaged material will not be accepted. Special orders and stock materials may be subject to a 15% restocking fee and/or refund held until merchandise resold. Refund to be only for amount sold less restocking fee.

You hereby give your authorization for required credit information concerning the bank accounts and other credit references on the front of this application to be released to Ro-Mac Lumber & Supply, Inc., by your bank and or credit references.

You hereby waive any right which you may have to a "head-of-household" exemption for purposes of garnishment proceedings, and waive your right to a trial by jury.

Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any delinquency charges or service charges, then against matching open items on the monthly statement, or if not possible, against open items, with any remaining payment held as a general credit against unpaid invoices, as Ro-Mac may determine in its sole discretion.

Credit Line; Credit Authorization: It is agreed that Ro-Mac may establish a credit line for your convenience and that Ro-Mac may from time to time change the limit of your line of credit in Ro-Mac's sole discretion. Some purchases will require our prior authorization and you may be asked to provide identification. We will not be liable to you as a result of either of the events taking place.

Credit Investigation and Disclosure: Ro-Mac has the right to investigate your credit and financial records, to verify your credit references and to report your performance of this Application to credit bureaus or other interested parties both now and in the future.

Contract Subject to Approval of Ro-Mac Lumber & Supply, Inc. Credit Department: This Agreement is subject to the approval of Ro-Mac Lumber & Supply, Inc. Credit Department.

Security Interest in Materials: You hereby grant to Ro-Mac a purchase money security under the Uniform Commercial Code ("UCC") in all merchandise and goods purchased on this Account until you have paid all charges on this Account in full. You agree to sign, upon request, any financing statement (UCC-1), and any other instrument, document, or papers and to do all acts Ro-Mac may require to protect or perfect Ro-Mac's security interest in materials sold under this Agreement. You agree not to transfer, sell, or otherwise encumber said materials until such time as your performance under this Agreement is completed. You are responsible for any loss or damage to the materials until the price is fully paid.

Cancellation: Either party to this Agreement has the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. You remain obligated to pay for any balance existing prior to cancellation and remain responsible for payment of all special order goods or merchandise ordered by you before cancellation.

Disclaimer of Warranty: Ro-Mac hereby excludes all implied warranties of merchantability or fitness for any purpose and other warranties of any nature, except for those reflected in the Ro-Mac sale invoice. Ro-Mac shall not be held liable for any incidental or consequential damages, nor for any damages or delays caused by circumstances beyond its control, including, without limitation, fire, flood, weather, labor problems, shortage of goods or merchandise, or for any unforeseen cause or conditions or acts of God.

Waiver: No claim, right, or remedy of Ro-Mac arising under this Agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing, and is signed by an officer of Ro-Mac. A waiver in one instance shall not be deemed to be a waiver of further instances.

Integration: The terms and conditions set forth in this Application constitute a complete and exclusive statement of the agreement between you and Ro-Mac. Any oral agreement or understanding to the contrary shall be of no effect. The terms and conditions of this Account can be modified only by written amendment signed by you and an authorized person at Ro-Mac.

Severability: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforcement of the offending term or provision in any other situation or in any other jurisdiction.

Governing Law: This Application will be governed by the law of the state in which the Ro-Mac Lumber & Supply, Inc. facility is located from which the purchase(s) are made by you and venue for any lawsuit shall be in County or Circuit Court in Lake County, Florida.

Initial _____ Date _____

Initial _____ Date _____