



# ROCKY TOP MATERIALS, INC.

2707 John Deere Drive  
Knoxville, TN 37917  
(865) 522-0060  
(865) 637-7254 fax

1806 Middle Creek Road  
Pigeon Forge, TN 37863  
(865) 453-3723  
(865) 453-6225 fax



## RIVER BEND MATERIALS

4300 Amnicola Highway  
Chattanooga, TN 37406-1013  
(423) 622-3060  
(423) 622-3411 fax

Opened ----- Declined----- By ----- Date-----

### CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

THIS APPLICATION AND AGREEMENT FOR CREDIT SALES MUST BE SIGNED BEFORE APPROVAL.  
APPLICANT REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND CORRECT.

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

Billing Address \_\_\_\_\_ Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Would you like to receive your invoice/statement by:  Email  Fax  Standard Mail

If Business:  Taxable  Non-Taxable Federal Tax ID # \_\_\_\_\_

(If non-taxable, you are required to provide a tax certificate to us.)

Owners, Partners, Officers:

Title	Social Security (required)	Residence
Title	Social Security (required)	Residence
Title	Social Security (required)	Residence

Partnership  Corporation  Individual Ownership  LLC

Do you require a Purchase Order:  Yes  No

Amount of Credit desired (Per Billing Period) \$ \_\_\_\_\_

Years in Business \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_

LIST THE NAMES OF ANY OTHER BUSINESS ALL OWNERS HAVE PREVIOUSLY BEEN ASSOCIATED WITH AS AN OWNER OR PRINCIPAL

NAME	CITY	FAX#	PHONE#

PLACES YOU HAVE ACCOUNTS (active and inactive)

NAME	CITY	FAX#	PHONE#

AGREEMENT

TERMS OF SALE. In consideration of ROCKY TOP MATERIALS INC. extending credit. Applicant agrees to pay for all items delivered by us at the request of Applicant by the end of the following month following purchase. All accounts are due and payable at the remittance address shown on ROCKY TOP MATERIALS INC invoices. Applicant acknowledges that a monthly service charge will be made on all sums due to ROCKY TOP MATERIALS INC which have not been paid within thirty (30) days from the invoice date and Applicant agrees to promptly pay said service charge. The service charge shall be 1 1/2% per month (18% per annum); it shall be made on the thirty-first (31) day after the original invoice date and an additional service charge, computed on the same basis; shall be made each thirty (30) days thereafter. If for any reason ROCKY TOP MATERIALS INC receives a service charge an amount in excess of the highest amount lawfully allowed by contract such excess amount shall be applied to the reduction of the unpaid invoice balance due and shall not be treated as a service charge. Waiver of any one or more service charges shall not be deemed to be a waiver of future services charges. Applicant further agrees that with regard to such service charges. Applicant and ROCKY TOP MATERIALS INC are parties to a written contract.

WARRANTIES. ROCKY TOP MATERIALS INC makes no express or implied warranties regarding goods sold by Rocky Top Materials Inc and Rocky Top Materials Inc EXPRESSLY DISCLAIMS AND WAIVES THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Applicant's remedies for all goods sold by Rocky Top Materials Inc shall be limited to: repair or replacement of the goods and/or any applicable manufacturer's warranty for the goods. In no event will Rocky Top Materials Inc be responsible for any incidental or consequential damages resulting from any goods sold by Rocky Top Materials Inc.

DEFECTS OR BILLING ERRORS. If applicant has any claim for improper and / or defective goods sold by ROCKY TOP MATERIALS INC or if Applicant has any claim for any billing error regarding goods sold by ROCKY TOP MATERIALS INC. in either event. A Applicant MUST NOTIFY ROCKY TOP MATERIALS INC in writing of any such claim within thirty (30) days of receipt of the goods claimed to be im proper and / or defective or within (30) days of receipt of the invoice, delivery ticket or statement which Applicant claims has a billing error. Failure of Applicant to notify ROCKY TOP MATERIALS INC in writing of any such claims within this time will result in Applicant's waiver of such claims and will constitute Applicant's acceptance of the goods and acknowledgement of no billing errors.

DEFAULT. If ROCKY TOP MATERIALS INC commences litigation or employees attorneys in order to secure payment of any sum due to it from Applicant the Applicant agrees to pay all costs and expenses of collection, litigation, including collection agency and/or reasonable attorneys fees, in addition to all expenses and/or other sums that may come due. This Credit Application and Agreement shall be governed and construed in accordance with the laws of the State where the goods were sold by ROCKY TOP MATERIALS INC to Applicant. Applicant and undersigned also agree to submit to the jurisdiction of the courts in the county where applicant purchased the goods and/or the jurisdiction of the courts where applicants payments were due to Rocky Top Materials. Applicant further agrees to accept service of all notice and legal process by United States Mail.

PERSONAL GUARANTY. THE UNDERSIGNED FURTHER AGREES THAT NOTWITHSTANDING THE FACT THAT THIS CREDIT APPLICATION AND REPRESENTATIONS MAY HAVE BEEN EXECUTED IN A CORPORATE OR REPRESENTATIVE CAPACITY. EACH SIGNOR HEREOF BY SUCH SIGNATURE, HEREBY ARE PERSONALLY AND INDIVIDUALLY RESPONSIBLE AND HEREIN PERSONALLY GUARANTY PAYMENT TO ROCKY TOP MATERIALS INC OF ALL AMOUNTS DUE PURSUANT TO SUCH EXTENSION OF CREDIT BY ROCKY TOP MATERIALS INC TO APPLICANT.

CREDIT REPORT AUTHORIZATION. Applicant and all undersigned individuals executing this Credit Application Agreement herein authorize ROCKY TOP MATERIALS INC to obtain credit and financial information concerning the Applicant or any of the individual below at any time from any source. The undersigned who are either a principal of the Applicant or a sole proprietorship of the Applicant that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby also consents to and authorizes the use of a CONSUMER CREDIT REPORT on the undersigned by ROCKY TOP MATERIALS INC. from time to time as may be needed, in the credit evaluation process. Undersigned also consent to the release of credit information to ROCKY TOP MATERIALS INC from all bank and trade references supplied on this credit application.

MISCELLANEOUS: Applicant agrees to notify Rocky Top Materials Inc. in writing of any change in ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless agreed to by Rocky Top Materials in writing. The undersigned warrant that the above agreement has been carefully read, that Applicant and undersigned understand the same, and by signing below they agree to its terms:

Applicant's Name \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security \_\_\_\_\_

Social Security \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_