



Ro-Mac Lumber & Supply, Inc.

Contractor 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#:
Company Name:						Credit Requested: \$		
Address:								
City:						State:		Zip:
Company Phone:				Company Fax:				
Purchaser Name:				Purchase Dept. Email:				
Account Contact Name:				Account Dept. Email:				
Would you like Invoices/Statement emailed?				Email:				
Yr. Business Started:		# of Empls:		National Builder: _____		Government: _____		
Gov: _____ Corp: _____ LLC: _____		Part: _____ Sole Prop: _____		Commercial Contractor: _____		Non-Profit: _____		
Date Incorporated:		State:		Residential Contractor: _____		Manufacturing: _____		
Purchase Orders Required: Yes _____ No _____				Property Management: _____		Other: _____		
LICENSE								
Contractor License #:				Other License #:				
License Holder Name:				License Holder Name:				
PRINCIPAL AND GUARANTOR								
Name:				Name:				
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:				
BANK REFERENCE								
Bank Name:				Bank Name:				
Checking Account #:				Checking Account #:				
TRADE REFERENCE (SUPPLIERS ONLY)								
Company:				City, Zip:				
Account #:		Phone:			Email:			
Company:				City, Zip:				
Account #:		Phone:			Email:			
Company:				City, Zip:				
Account #:		Phone:			Email:			
TAX INFORMATION								
Florida Tax Exempt #:				Federal Tax ID #:				
<i>Must attach current tax-exempt certificate.</i>								
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.								
(1) Signature _____				Date _____				
(2) Signature _____				Date _____				

RO-MAC LUMBER & SUPPLY, INC. CONTRACTOR/COMMERCIAL 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 a RoMac Credit Account ("Account") covered by the Application has been accepted. The words "RoMac", "we," "us" and "our" mean Ro-Mac Lumber & Supply, Inc. d/b/a RoMac Building Materials. This Agreement is subject to the approval of RoMac's Credit Department.

In consideration of credit being extended by RoMac 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 purchased or now owing, by you or either of you, or any other person, for your benefit. If credit is extended to any corporate entity in which any of you are officers, owners, partners, or in which an interest exists, each of you hereby personally guarantee the payment of all credit extended to said corporate entity.

Applicant authorizes RoMac to investigate Applicant's credit history. RoMac has the right to investigate your credit and financial records, including a personal credit report to verify your credit references, and to report your performance of this Application and payment performance to credit bureaus or other interested parties now and in the future. 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 RoMac by the bank and or credit references.

RoMac 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 RoMac 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 RoMac facility. Customer is liable for all special ordered goods (whether delivered or stored) unless they can be returned to vendor.

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, retroactive to the first of the month. Interest will accrue on a daily basis at the rate of 18% interest rate.

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. **No refunds** for items which are not stock and readily resalable or RoMac is unable to return to vendor.

Backcharge Claims: Upon written notification to RoMac by the Customer of an alleged claim of defective work or products provided to Customer by RoMac, the Customer and representative of RoMac shall meet at the earliest possible date and assess the fault and costs of such alleged deficiency. Customer shall allow RoMac reasonable time to correct any deficiency before incurring any costs chargeable to RoMac. In the event such notice is not promptly given, RoMac shall have no responsibility for any costs incurred. All material costs shall be paid by the Customer.

No backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim by Customer against RoMac shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid. No backcharge shall be valid unless all other payments are current and kept current.

Only the store manager is authorized to negotiate or review potential backcharges. Under no circumstances shall the value of a negotiated backcharge exceed the face value of the product supplied or the service performed by RoMac on behalf of Customer.

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 in any legal proceeding involving RoMac.

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 RoMac may determine in its sole discretion.

Credit Line; Credit Authorization: It is agreed that RoMac may establish a credit line for your convenience and that RoMac may from time to time change the limit of your line of credit in RoMac'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.

Security Interest in Materials: You hereby grant to RoMac a purchase money security interest under the Uniform Commercial Code ("UCC") in all merchandise and goods purchased on the 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 RoMac may require to protect or perfect RoMac'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.

All lien waivers shall comply with Florida Statute 713.

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 ordered goods or merchandise ordered by you before cancellation. Upon cancellation, all items herein regarding payment of collection shall remain in full force and effect until all amounts due are paid in full.

Disclaimer of Warranty: RoMac hereby excludes all implied warranties of merchantability or fitness for any purpose and other warranties of any nature, except for those reflected in the RoMac sales invoice. RoMac 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 RoMac 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 authorized agent of RoMac. 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 RoMac. 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 the President, CEO, Vice President, or Credit Manager of RoMac.

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.

Estimate Disclaimer: Any RoMac estimate is designed solely to provide the contractor/consumer with a rough estimate of the amount of material used in the given project. The material estimate will be based upon calculations or data provided by the contractor/consumer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from the estimate.

RoMac Mold Policy. You and your customers may have some concerns about mold on lumber. The facts about mold on lumber are summarized in this statement. In all climates in the United States, especially Florida, it is common for the lumber we use in wood trusses and components and other building materials to develop surface molds and mildews during transit or storage prior to use. Often the process accelerates and manifests itself during warm and damp weather. Since molds come from spores that float in the air, they are ever present in our daily life. As such, it is impossible to control mold when wood has a higher than normal moisture content. These molds only affect the surface of the lumber and do not cause any structural performance degradation. Once the moisture content of the lumber reaches 20% or less, all mold growth ceases. Most homes are built to prevent moisture infiltration. If built to code, the inside of the home (including the interior spaces and the building cavities) will stay dry enough to stop mold spores from becoming active. Normally, in the United States, structural components installed in a properly built and ventilated structure will air dry below 20% moisture content in 10 days to 2 weeks and reach an atmospheric equilibrium of 8% to 12% with the first heating or cooling season. The emergence of mold on framing lumber is a naturally occurring process. Therefore, our customers should be aware that we disclaim any obligation to undertake an inspection to determine if mold exists. We disclaim any liability to the negative effects of the emergence of mold on the wood trusses and components and other materials. We disclaim any duty to replace, remove, or remediate any lumber that may contain mold. Any mold on deliveries must be reported within 24 hours of delivery or buyer assumes all liability for same and agrees to hold seller harmless for all damages regarding mold. In no event are we liable for mold on trusses not placed into surface and covered within one week of the finishing of the manufacture of the trusses.

Jurisdiction Venue/Waiver of Trial by Jury. Customer hereby acknowledges, stipulates and agrees that any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall be submitted exclusively to a court of competent jurisdiction in Lake County, Florida and Customer irrevocably waives to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this Agreement or any other agreement or transaction brought in Lake County, Florida. Customer acknowledges that the foregoing waiver is a material inducement to the agreement of RoMac to enter into a business relationship with Customer and that RoMac has already relied on this waiver in entering into this Agreement.

Each party hereby agrees not to elect a trial by jury of any issue triable of right by jury and fully waives any right to trial by jury to the extent that any such right now or hereafter exists with respect to this agreement and/or the agreements, instruments and documents contemplated hereby or any claim, counterclaim or other action arising in connection herewith. Each party acknowledges and agrees that this waiver of right to trial by jury is given knowingly and voluntarily by such party and is intended to encompass each instance and each issue as to which the right to trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this irrevocable waiver. 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 a reasonable attorney's fee (including appeals) and all costs. Customer hereby agrees that post judgment interest shall accrue on the total amount awarded in said judgment in the amount of 18% per annum until paid in full, interest accruing daily. In the event of any conflicts with this and other agreements between the parties, this Agreement supersedes all other agreements, even if signed after this Agreement, unless set forth on RoMac's invoice.

Initial (1) _____ Date _____

Initial (2) _____ Date _____

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