



Doing right by you since 1907.

CREDIT APPLICATION AND CUSTOMER AGREEMENT

Customer

Legal Name of Business / Account Holder _____

Street Address _____

City _____ State _____ Zip _____

Mailing Address (if different from above) _____

Payable Contact Name _____

Phone number (____) _____ Fax number (____) _____

Amount of credit requested \$ _____ Federal ID# / SSN _____

If Customer is a business or government entity:

- Ownership: Proprietorship _____ Partnership _____ Corporation _____ Government _____
- Name of Proprietor or Principal Officer: _____ Title: _____
- SSN of Proprietor or Principal Officer: _____
- Name of Partner or Principal Officer: _____ Title: _____
- SSN of Partner or Principal Officer: _____

Bank References

1. Bank Name _____ Type of Account _____ Account# _____
 Address _____ City _____ State _____ Zip _____
 Phone number (____) _____ Contact _____ Title _____

2. Bank Name _____ Type of Account _____ Account# _____
 Address _____ City _____ State _____ Zip _____
 Phone number (____) _____ Contact _____ Title _____

Suppliers and Trade Credit References

1. Trade Name _____ Phone# _____ Contact _____
 Address _____ City _____ State _____ Zip _____

2. Trade Name _____ Phone# _____ Contact _____
 Address _____ City _____ State _____ Zip _____

3. Trade Name _____ Phone# _____ Contact _____
 Address _____ City _____ State _____ Zip _____

I hereby authorize the above references to release information on my accounts to W.T. Fary Brothers Co., LLC

TERMS

1. Upon approval of this Credit Application, W.T. Fary Brothers Co., LLC, hereinafter referred to as "Creditor," agrees initially to extend credit to Customer to be paid within thirty (30) days of statement date.
2. Statements will be run on the first (1st) of each month. Payments are due within thirty (30) days. If any charge is not paid by Customer by the thirtieth (30th) day following the statement date, Customer agrees to pay a service charge on the amount owing equal to one-and-a-half percent (1.5%) per month (18% per annum.) All payments received by Creditor will be applied first to service charges, then to purchases. Past due accounts may be placed on hold or closed at the Creditor's discretion.
3. Customer hereby authorizes Creditor to investigate Customer's credit record and to report Customer's performance under this transaction, or any other agreement between Creditor and Customer, to credit agencies.
4. Customer acknowledges that in the event of nonpayment, its account will be assigned for collection. Customer waives any claim of jurisdiction or venue in the county of Customer's residence or place of business, and agrees that, should suit be instituted, personal jurisdiction, as well as venue, will be exclusively in Gloucester County, Virginia.
5. In the event that Creditor, or its agents, institutes legal proceedings to collect any amount due and owing, Customer will be responsible for any costs incurred in collecting such amount, including, but not limited to, reasonable attorney's fees and court costs incurred at both the trial and appellate levels.
6. If any provision hereof is deemed invalid or unenforceable to any extent, the remainder of the terms hereof will not be affected thereby and will be enforced to the greatest extent permitted by law. Nonenforcement of any provision shall not constitute a waiver of same.

Legal Name of Business / Account Holder (please print)

Signature

Date

PERSONAL GUARANTY

WHEREAS, _____ (name of Customer) is or may become indebted to W.T. Fary Brothers Co., LLC ("Creditor")

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned guarantor absolutely and unconditionally guarantees to Creditor the prompt payment at maturity and at all times thereafter of the Debt.

Guarantor represents that he, she or it is the owner of a direct or indirect interest in Customer and that Guarantor will receive a direct and material benefit from the proceeds of any Debt.

In the event of default by Customer in payment of the Debt or any part thereof when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without any notice having been given to Guarantor previous to such demand or the creating or incurring of such indebtedness, pay the amount due thereon to Creditor, and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to initiate suit or exhaust remedies against Customer or others liable on such indebtedness.

This guaranty is executed and delivered as an incident to credit transaction wherein, in the event of nonpayment, Customer's account will be assigned for collection by Creditor's agents and shall be construed according to the laws of the Commonwealth of Virginia. Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and subject matter, as well as venue, shall be in Gloucester County, Virginia. This is not a contract of suretyship.

EXECUTED THIS _____ day of _____ year _____

Guarantor's Name _____ Signature _____

Social Security Number _____

Second Guarantor's Name _____ Signature _____

Social Security Number _____

HOME ADDRESS: Street _____ City _____ State _____ Zip _____

W.T. Fary Brothers Co., LLC

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