



1900 Timberlake Drive  
Arlington, Texas 76010  
Office: 817.633.9188  
Fax: 817.633.9515  
[www.roadrunnerroofingsupply.com](http://www.roadrunnerroofingsupply.com)

Company Legal Name \_\_\_\_\_

DBA \_\_\_\_\_

Physical Address \_\_\_\_\_

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

Type of Business: Sole Proprietorship  Corp  LLC  LLP  Other \_\_\_\_\_

Fed Tax ID# \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date Established: \_\_\_\_\_ If incorporated, which state? \_\_\_\_\_

Owners (List All):

Name \_\_\_\_\_ % Ownership \_\_\_\_\_

Home Address \_\_\_\_\_ SS# \_\_\_\_\_

Name \_\_\_\_\_ % Ownership \_\_\_\_\_

Home Address \_\_\_\_\_ SS# \_\_\_\_\_

Name \_\_\_\_\_ % Ownership \_\_\_\_\_

Home Address \_\_\_\_\_ SS# \_\_\_\_\_

### General Terms and Conditions of Sale

Terms: Vary according to type of sale or contract.

Credit: Credit terms are available for qualified accounts. All orders are accepted subject to approval by our Credit Department.

Past Due Accounts: All amounts are due and payable in our corporate offices in Arlington, Tarrant County, Texas and all amounts past due shall bear interest at 1-1/2% per month. If collection of the account necessitates litigation, the undersigned agrees to pay all attorney's fee plus Court cost. In case of default, venue shall be proper in Tarrant County, Texas. If collection of the account necessitates an outside collection agency, the undersigned agrees to pay all of the agency's costs. If the account becomes past due, ROADRUNNER ROOFING SUPPLY INC.(RRS) has the option to accelerate the entire debt. Applicant waves all notices of intent to accelerate and notices of acceleration.

Application of Payments: All payments on account shall, at the discretion of RRS, be first credited to the oldest balance then outstanding, or to any specific balance which, RRS, in its sole discretion, feels



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appropriate. RRS has no duty to honor and may disregard any information on checks tendered which may in any way be interpreted as an attempt to modify or change their obligations hereunder. No accord and satisfaction and/or release shall be intended or shall result unless the written document evidencing the same is signed by both the party responsible hereunder and an actual corporate officer of, RRS.

Change of Terms and Conditions: RRS hereby reserves the right to change any prices, charges, terms and/or conditions of sale with respect to prospective orders at any time without prior notice.

By its signature hereto, the Applicant, Guarantor and all parties responsible for payment of indebtedness owing on the account (whether such amount is disputed or not), understand and agree to the "General Terms and Conditions of Sale" as they appear on this page, and as appended and as authorized to sign in behalf of the debtor. The negotiation of any check, draft or similar document is not intended to be nor shall it be an agreement to accept less than the amount of indebtedness claimed by ROADRUNNER ROOFING SUPPLY INC. to be due and owing absent the mutual signatures as provided above. Further, the undersigned agrees to pay all invoiced amounts on or before the Due Date (being the date referred to in the invoice upon which all sums are due with no allowance for discounts) and to pay interest at the maximum rate allowed by law from the due date until payment is received by ROADRUNNER ROOFING SUPPLY INC. but not less than 18% per annum). This document is for the benefit of Company, its successors and assigns, and the rights and benefits of the Company hereunder may be transferred with such indebtedness without impairing the obligation of the Applicant hereunder. The undersigned hereby certifies that he or they have personal knowledge of all the written information furnished to ROADRUNNER ROOFING SUPPLY INC. on or with this application, and that it is true and correct. We hereby authorize the release of any information which you feel necessary or desirable to establish a credit account with your firm.

Signature of Authorized Officer:

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **Equal Opportunity Vendor**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity; Washington, D.C. 20580.



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## Bank and Business References

Bank References:

Bank Name \_\_\_\_\_ Bank Address \_\_\_\_\_

Bank Contact \_\_\_\_\_ Phone \_\_\_\_\_

Account Numbers \_\_\_\_\_

Loan and Other Accounts \_\_\_\_\_

Business References:

Company \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Phone \_\_\_\_\_

By signature below, I authorize ROADRUNNER ROOFING SUPPLY INC. to inquire and verify the Business and Bank References listed above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



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## Purchasing and Billing Information

To ensure invoices are received in a timely manner, our invoices and statements will be emailed or faxed to you. Complete the information below and return with your credit application. Only complete information for billing purposes (not general correspondence). Additionally, use this form to establish or update authorized persons to order on your account. Please update this information as necessary to reflect changes in your company.

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

Only Complete for method of receiving invoices billed from Roadrunner Roofing Supply.

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Additional request or instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All exemptions from Texas Sales Tax requires a completed Texas Resale Certificate. All other sales will be taxed at the legal rate.

### Purchase Order Authorization

Purchase Order Required: Yes \_\_\_\_\_ No \_\_\_\_\_

Persons Authorized to Order are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_



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## Guaranty Agreement

Whereas, \_\_\_\_\_, hereinafter called a "Customer", may from time to time become indebted to ROADRUNNER ROOFING SUPPLY INC. a Texas Corporation, doing business at 1900 Timberlake Drive, Arlington, Texas 76010 being hereinafter called "Company". Now, therefore, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, whether one or more, being hereinafter called "Guarantor", jointly and severally, hereby guarantees to Company the prompt payment, as same shall become due (as that term is hereinafter defined of any such indebtedness,) upon the following terms and conditions:

The Guaranty herein shall apply to all indebtedness of every kind and character, whether now existing or hereafter arising, of Customer to Company whether represented by goods, wares and merchandise purchased on open account, by a written contract, or otherwise, or whether for merchandise or cash advance.

This instrument shall be a continuing guaranty, and the circumstance that at any time or from time to time the indebtedness of the Customer may be paid in full shall not affect the obligation of any Guarantor with respect to indebtedness of Customer to the Company thereafter incurred, provided that any Guarantor may give to the Company written notice that such Guarantor will not be liable hereunder for any indebtedness of Customer incurred after the giving of such notice (which notice shall not be deemed to have been given until actually received by the Company), and in such event the Guarantor giving such notice (as well as each Guarantor who shall not have given notice) shall remain liable on his or its obligations hereunder until the payment in full of: (a) All amounts of unpaid indebtedness on the books of the Company at the time the notice is received: (b) All amounts of unbilled purchased delivered or in the process of delivery at the time then notice is received: (c) Any special order material in the process of procurement at the time the notice is received. In the event that a notice, as permitted in the preceding sentence be given, the obligation of each Guarantor who shall not have given such notice shall, in addition, remain and continue in full force and effect with respect to all other indebtedness incurred after the giving of such notice, just as if such Guarantor who signed this instrument, subject only to the limitation, if any be herein specified, as to the amount of the indebtedness of the Customer so guaranteed.

Unless otherwise stated on the Company sales invoice, the "due date" shall be the month in which any such merchandise shall have been purchased.

In the event of default by Customer in payment of any indebtedness unto the Company, or any part thereof, when such indebtedness becomes due, the Guarantor, jointly and severally, shall, upon demand and without any notice having been given to the Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to the Company at its corporate office in DeSoto, Texas, and it shall not be necessary for the Company, in order to enforce such payment by the Guarantor, first to institute suit or exhaust its remedies against the Customer or others liable on such indebtedness, or enforce its rights against any security which shall ever have been given to secure such indebtedness.

Notice to the Guarantor of the acceptance of this guaranty and of the making, renewing or assignment of the indebtedness guaranteed hereby and each item thereof, are hereby expressly waived by Guarantor.

Each payment of the indebtedness of the Customer shall be deemed to have been made by the Customer unless express written notice is given to the Company at the time of such payment is made by the Guarantor, or one or more of them as specified in such notice.

Guarantor agrees that if the Customer executes in favor of the Company collateral agreement, deed of trust or other security instrument, the exercise by Company of any right or remedy thereby conferred on Company shall be wholly discretionary with Company, and that the exercise or failure to exercise any of such right or remedy shall in no way impair or diminish the obligation of Guarantor hereunder, Guarantor further agrees that the Company shall not be liable for its failure to use diligence in the collection of the indebtedness herein guaranteed

or in preserving the liability of any person liable on such indebtedness, and Guarantor hereby waives presentment of payment, notice of nonpayment, notice of intent to accelerate , notice of accelerations, protest and notice thereof, and diligence in bringing suits against any person liable on such indebtedness, or any part thereof.

Each Guarantor agrees that Company, in its discretion may: (a) Bring suit against the Guarantor, jointly and severally, or against any one or more of them; (b) Compromise or settle with any one or more of the Guarantors for such consideration as the Company may deem proper; and (c) Release one or more of the Guarantors from liability hereunder, and that no such action shall impair the rights of the Company to collect the indebtedness guaranteed hereunder (or the unpaid balance thereof) from the other Guarantors of any of them, not so sued, settled with or released. Guarantors agree among themselves, however, that nothing contained in this paragraph and no action by Company permitted under this paragraph, shall in any way affect or impair the rights or obligations of the Guarantors among themselves.

In the event of the death of a Guarantor, the obligation of the estate of the deceased Guarantor shall continue in full force and effect as to the indebtedness of Customer as it exists at the date of death of the deceased, as such is described above in paragraph 2 hereof. As to all surviving Guarantors, this guaranty shall continue in full force and effect after the death of a Guarantor, not only as to the indebtedness of Customer as it exists at the date of death of the deceased, but as to all other indebtedness of the Customer incurred thereafter unto the Company.

This guaranty is for the benefit of Company, its successors and assigns, and the rights and benefits of the Company hereunder may be transferred with such indebtedness without impairing the obligation of any Guarantor hereunder.

The amount of indebtedness guaranteed hereunder shall be without limit and shall include all indebtedness of the Customer unless a limited amount shall be included herein at this paragraph.

In the event that the Company shall find it necessary to file a suit against the Customer and/or the Guarantor hereunder, the Guarantor hereby agrees that the Company shall be entitled to recover judgement for the amount of the unpaid indebtedness of the customer, for interest at the highest legal rate then applicable to the Guarantor, for reasonable attorney's fees and court costs.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_