



918 Young Street Broussard, LA 70518  
 Phone (337) 856-5981  
 FAX (337) 856-2198  
 www.southernstructures.com  
 e-mail: credit@southernstructures.com

**APPLICATION FOR CREDIT**  
 (PLEASE TYPE OR PRINT)  
**MUST BE COMPLETE AND SIGNED**  
**TO BE PROCESSED**

|                                 |                    |                          |
|---------------------------------|--------------------|--------------------------|
| Business Name                   | Fed Tax ID No.     | Business Type            |
| Mailing Address                 | In Business Since? | Anticipated Credit Limit |
| City, State, Zip                | Phone              |                          |
| Physical Address (if different) | Fax                |                          |

|                |                |                 |       |
|----------------|----------------|-----------------|-------|
| Bank Reference | Bank           | Banking Officer | Phone |
|                | Address        |                 | Fax   |
|                | Account Number |                 |       |

|                 |         |         |       |
|-----------------|---------|---------|-------|
| Trade Reference | Company | Contact | Phone |
|                 | Address |         | Fax   |

|                 |         |         |       |
|-----------------|---------|---------|-------|
| Trade Reference | Company | Contact | Phone |
|                 | Address |         | Fax   |

|                 |         |         |       |
|-----------------|---------|---------|-------|
| Trade Reference | Company | Contact | Phone |
|                 | Address |         | Fax   |

|           |      |       |         |
|-----------|------|-------|---------|
| Ownership | Name | Title | Address |
|           | Name | Title | Address |
|           | Name | Title | Address |

**PERSONAL GUARANTEE:** In order to guarantee my company's payment for any and all merchandise and/or services, I agree to bond myself personally for its debts to Southern Structures, LLC in accordance with the terms and conditions of this credit application and/or contract signed.

**Signature of Guarantor:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **DL #:** \_\_\_\_\_  
 Guarantor [print name]: \_\_\_\_\_ **Phone:** \_\_\_\_\_ **SSN:** \_\_\_\_\_  
 Address: \_\_\_\_\_

THE APPLICANT HEREBY AUTHORIZES SOUTHERN STRUCTURES, LLC AND ITS ASSIGNS AND SUCCESSORS TO TAKE APPROPRIATE MEASURES IN VERIFYING THE CREDIT-WORTHINESS OF THE ABOVE-LISTED APPLICANT AND RELEASES SOUTHERN STRUCTURES, LLC AND ITS ASSIGNS AND SUCCESSORS FROM ANY OBLIGATIONS AND RESTRICTIONS IMPOSED BY LAW WHILE RESEARCHING THIS INFORMATION.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

GENERAL CONDITIONS OF CONTRACT

1. Unless otherwise expressly agreed upon by written contract, all sales are f.o.b. origin, freight allowed. It is expressly understood that it is the sole responsibility of the Buyer (or his Receiving Agent) to check and sign for all shipments and note any damages and/or shortages on the shipping document provided. In the event the Buyer (or his Receiving Agent) fails to check each shipping document, Seller will not be held responsible should any shortages and/or damages occur.
2. Any partial shipment hereunder, whether or not designated as such, shall be treated as a separate sale and the option of invoicing separately shall rest with the Seller and payment shall be made at Seller's office when due.
3. Buyer shall indemnify and hold harmless Seller for all damages to Seller's material on the job site resulting from fire, flood or any hazard or risk not caused by Seller.
4. The cost of permits, occupational licenses, sales or other taxes, whether Buyer shall pay Federal, State or Local, applicable to this sale or reimbursed to Seller, is paid by Buyer. All quotations and sales prices are also subject to any price increase required by the compliance of Seller with any governmental action necessary to the completion of the contract. No such price increase shall be reason for the cancellation or termination of this contract.
5. Seller shall not be responsible for any delays in delivery beyond the Seller's control and in no event shall Seller be liable for consequential damages. Seller reserves the right to substitute material equal to or superior to that originally specified.
6. Fabrication and/or deliveries shall be subject to approval of Seller's credit department.
7. All payments not made to Seller when due, shall bear interest from the due date until paid, at the rate of 1½% per month. If this contract is placed in the hands of an attorney or collection agency or if collected by any legal proceedings, the Buyer agrees to pay all costs of collecting including reasonable attorney's fees and court costs.
8. It is expressly agreed and understood that this contract shall evidence and constitute a lien upon the property described herein constituting the job site, to the fullest extent permitted by the laws of the state in which such real estate is situated, which lien shall be security for the payment of all amounts due or to become due to Seller by Buyer, whether under this contract for supplies, materials or otherwise. Seller reserves the right to perfect its security interest, under laws applicable to the state or region where a project is initiated, built, or completed, and such perfection of its security interests shall not be deemed prejudicial in intent.
9. This contract shall be deemed to have been executed in the State of Louisiana and the laws of the State of Louisiana shall be applicable thereto (except with respect to the lien laws of the state in which the job site is situated shall apply to Seller's lien rights thereon) and to the extent permitted by law, it is agreed that any litigation arising hereunder shall be held in the Courts of appropriate jurisdiction in the Parish of Lafayette, State of Louisiana. Checks presented for payment on this account are the Buyer's responsibility, and the Buyer agrees that any checks returned or dishonored for any reason shall be paid in full upon demand by certified funds or cash only, with an additional processing fee of \$30.00 per returned or dishonored check. Buyer further understands that an unpaid returned or dishonored check will impair their credit standing, present and future, with Seller, and there will be no additional shipments on any order until such time as the returned or dishonored item is made good by payment as detailed above.
10. Seller is a supplier of material, therefore RETAINAGE IS NOT ALLOWED. All invoices must be PAID IN FULL.
11. Claims for back charges SHALL NOT BE DEDUCTED from the Buyer's payment to the seller without prior approval and a credit memo issued. Back charges for mis-fabrication will not be considered unless submitted in writing to Seller within ten (10) days of completion of erection.
12. The unloading of materials at job site shall be the responsibility of the Buyer or his representative. ALLOW FOUR (4) HOURS UNLOADING TIME AFTER ARRIVAL AT THE JOB SITE. PLEASE NOTE: IF THE UNLOADING TIME AFTER ARRIVAL AT THE JOB SITE IS IN EXCESS OF FOUR (4) HOURS, DEMURRAGE CHARGES WILL BE INVOICED TO THE BUYER UNLESS THERE ARE EXTENUATING CIRCUMSTANCES REPORTED TO THE SOUTHERN STRUCTURES SALES COORDINATOR ASSIGNED TO THE JOB. Seller cannot and does not make any guarantee of delivery time, beyond setting a delivery date. Seller will not be liable for any delays to or errors in shipping which were not caused by the Seller's actions.
13. Prior approval must be obtained before any material is returned. Merchandise must be in original condition and must be returned to Seller within thirty (30) days of delivery. A 15% return charge will be made on all materials returned for credit. Specially manufactured material and non-stock items CANNOT BE RETURNED.
14. Requests to place a building on HOLD must be directed in writing to the designated Sales Coordinator in the SS Customer Service Dept. and must be confirmed in writing by SS.
15. **ADDITIONAL CHARGES:**
  - A. After design and detailing of building, including Approval, Permit, and ABO (for Permit) jobs, SS shall hold said drawings for 90 days. After this time Buyer is required to pay in full for engineering and detailing services to the extent performed regardless of purchase of buildings.
  - B. **Delays in delivery as required by the Buyer shall incur a storage charge of \$500 per week as of the original delivery date. Buildings held in storage over 30 days must be paid in full immediately above any storage charges.**
  - C. **Once a job has entered SS's fabrication shop it is impossible to stop production and place on HOLD. Any modifications necessary for any reason shall be handled as a separate job by the Customer Service Department.**
  - D. **Costs associated with changes to transportation and delivery including demurrage are the Buyer's sole responsibility.**
16. If a job is canceled for any reason, the down payment will be forfeited; cancellation charges will be determined and Buyer notified. Once fabrication has begun, the cancellation charge will be the full amount of the contract.
17. Seller uses material in the manufacturing of its products that is purchased from other manufacturers. Some of these materials have warranties, expressed or implied. These warranties will not be passed through to Owner unless all terms and conditions of Seller's written warranty are complied with.
18. Warranties will not be issued unless Seller's invoice is paid in full. In the event warranties must be issued as a condition of final acceptance and full payment has not been made, Seller has the right to void said warranties and Owner will be notified thereof.
19. All purchase orders must be dated and signed by the purchaser or his authorized agent and are not considered an order until accepted by written signature of an authorized officer of Southern Structures, LLC.
20. Seller's policy towards back charges is taken directly from the latest edition of the LOW RISE BUILDING SYSTEMS MANUAL written of the metal building industry by the Metal Building Manufacturers Association. In the "Final Claim" only total actual DIRECT COST OF CORRECTIVE WORK will be accepted for consideration by SS. COST OF EQUIPMENT (rental or depreciation), small tools, supervision, overhead and profit ARE NOT subject to claim.
21. Severability – If any portion of this contract is modified by written agreement between the parties, or is found by a Court of competent jurisdiction to be invalid or not applicable under the laws of that jurisdiction, all other parts of this contract shall continue to be valid and enforceable.
22. **The Buyer must approve all Amending Orders in writing**, said agreement to include, unless waived prior by the Seller's Credit Department or by a no-charge invoice, payment in full for the Amending Order, on credit terms or on a cash basis, as determined solely by the Seller's Credit Department.
23. Unless otherwise expressly agreed upon by written contract, credit terms are 20% of total contract price down with order and balance is due upon delivery.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



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## CREDIT AGREEMENT

The undersigned represents and warrants that they are duly authorized to represent the company named below, hereafter "Applicant", and have read, understood and do hereby agree to the following conditions and terms under which credit privileges may be granted by Southern Structures, LLC, hereafter "SS":

- Terms of sale in the event credit privileges are granted shall be f.o.b. origin. Compliance with terms and discounts terms shall be determined by the postmark date on the customer's payment envelope, or by date of receipt by hand in SS's offices. All payments not made to SS when due shall bear interest from the due date until paid, at the rate of 1½% per month or fraction thereof. Any requests to modify terms shall be submitted in advance of any sale it is intended to be applied to. Terms under this credit agreement supersede any and all credit terms claimed on purchase orders or other documents unless specifically agreed to in advance by an authorized representative of SS.
- If the balance due is placed in the hands of an attorney or collection agency or if collected by any legal proceedings, the Applicant agrees to pay all costs of collecting including reasonable attorney's fees and court costs. This agreement shall be deemed to have been executed in the State of Louisiana and the laws of the State of Louisiana shall be applicable thereto (except with respect to the lien laws of the state in which a job site may be situated shall apply to SS's lien rights thereon) and to the extent permitted by law, it is agreed that any litigation arising hereunder shall be held in the Courts of appropriate jurisdiction in the Parish of Lafayette, State of Louisiana.
- Checks presented for payment on this account are the Applicant's responsibility, and the Applicant agrees that any checks returned or dishonored for any reason shall be paid in full upon demand by certified funds or cash only, with an additional processing fee of \$30.00 per returned or dishonored check. Applicant further understands that an unpaid returned or dishonored check will impair their credit standing, present and future, with SS, and there will be no additional shipments on any order until such time as the returned or dishonored item is made good by payment as detailed above.
- The initial and continued extension of credit privileges is contingent first upon the disclosure of relevant information on which a credit decision may be based, including but not limited to: trade references, third-party credit reports, news reports, press releases, and payment history. SS explicitly reserves the right to withdraw or modify credit privileges based upon any of these sources, or others, at its sole discretion.
- The Applicant hereby authorizes Southern Structures, LLC, and its assigns and successors, to take appropriate measures in verifying the credit of the Applicant, and releases Southern Structures, LLC, and its assigns and successors, from any obligations and restrictions imposed by law while verifying creditworthiness of the Applicant.
- Southern Structures, LLC, is neither a commercial lender, nor a provider of consumer credit as defined under federal and state law. SS is a supplier of materials, therefore retainage is not allowed; all invoices must be paid in full when due. Claimed deductions must be provided in writing, within ten (10) days of the completion of construction, in order to be considered for credit.
- Illegible or altered credit agreements or supporting documentation submitted by an Applicant firm, or any assign or successor thereof, are void, and will not be considered by SS. Further terms of sale are included under the General Conditions of Contract, included herein by reference, and apply both to the account and to any jobs or projects ordered.

**Please attach relevant information, including trade references, financial reports, recent tax filings, or other documentation that will assist SS in determining creditworthiness of the Applicant firm.**

### PLEASE PRINT OR TYPE

|                              |                         |
|------------------------------|-------------------------|
| Company                      | Phone                   |
| Physical Address             | Fax                     |
| Mailing Address if different | Federal Tax I.D. Number |
| City/State                   | Open Since?             |
| Zip                          |                         |
| Authorized Signature         | Print Full Name         |
|                              | Date                    |



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**BANKING REFERENCE**  
**CUSTOMER AUTHORIZATION FORM**

Dear Customer:

Please complete the information below, and **forward the form to your bank** for completion and return to Southern Structures.

Bank: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

**To Whom It May Concern:**

I am applying to Southern Structures, LLC for a line of credit and have furnished you as a banking reference. Please give your experience and opinion below, and return it to Southern Structures, LLC as quickly as possible. I am assured that Southern Structures, LLC will hold your response in the strictest confidence.

**Business Name:** \_\_\_\_\_ **Account Number (s):** \_\_\_\_\_

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

**Person Signing [Print Name]:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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**BELOW LINE FOR FINANCIAL INSTITUTION USE ONLY**

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Average Checking Balance: \_\_\_\_\_ NSF's: \_\_\_\_\_

Line of Credit: \_\_\_\_\_ Unused Line: \_\_\_\_\_

Active Loan Amounts: 1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Paid Loans: \_\_\_\_\_

Comments: \_\_\_\_\_

Name of Bank Employee Responding: \_\_\_\_\_

Signature of Bank Employee Responding: \_\_\_\_\_

Date of Response: \_\_\_\_\_