

**UNCONDITIONAL PERSONAL GUARANTY**

**FOR VALUE RECEIVED**, and in consideration of credit given, or to be given, advances made or to be made, or other financial accommodation from time to time afforded or to be afforded to: (Customer) \_\_\_\_\_, and any of its predecessors, successors, affiliates, assigns, or agents (individually and collectively "Customer") by **JEFFCO FLOORING & SUPPLY, INC.** ("Jeffco"), the undersigned :

(Guarantor) \_\_\_\_\_ (individually and collectively "Guarantor"), hereby jointly and severally guarantees the full and prompt payment and performance to Jeffco at all times hereafter of all indebtedness and obligations (including but not limited to any accrued interest or finance charges) now or hereafter owing to or to be performed by Customer for Jeffco and the full and prompt payment of all costs and expenses of whatever kind and nature incident to collection of any indebtedness evidenced by any of the foregoing, the enforcement or protection of any rights of Jeffco thereunder, and the exercise by Jeffco of any rights and remedies thereunder, including but not limited to the payment of reasonable attorneys' fees (all of the foregoing are herein collectively called the "Indebtedness"). This guaranty shall be continuing, absolute, irrevocable, and unconditional, and shall apply to and cover all renewals, extensions, modifications or assignments of the Indebtedness. The liability of Guarantor hereunder shall be direct and immediate and not conditional or contingent upon the pursuit or success of any remedies against Customer or any other person, nor against any collateral available to Jeffco. This guaranty shall be construed according to the laws of the State of Tennessee. The undersigned shall pay all costs and expenses incurred in connection with the collection of sums due hereunder and the enforcement and protection of Jeffco's rights hereunder, including but not limited to reasonable attorneys' fees. Any action respecting or arising out of this Guaranty shall be brought in the courts for the State of Tennessee located in Davidson County or the U.S. District Court, Middle District of Tennessee (whichever has proper jurisdiction), and Guarantor knowingly and voluntarily consents to jurisdiction and venue therein.

**IN WITNESS WHEREOF**, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

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

(Print)

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

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

**JEFFCO Flooring & Supply, Inc.**  
831 Fesslers Parkway Nashville, TN 37210  
(615) 726-3301 (615) 523-1753

**CUSTOMER CREDIT APPLICATION**

Applicant Name \_\_\_\_\_ Other Trade Names: \_\_\_\_\_

Applicant Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

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

Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

Accounts Payable Contact/Address/Phone (if different) \_\_\_\_\_

Check One:  Corporation  LLC  Partnership  Individual Fed ID # (SSN for Individual) \_\_\_\_\_

If Applicant is other than an individual, list the names, addresses, telephone numbers and social security numbers for all Owners and Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Years in Business \_\_\_\_\_ Approximate Annual Sales \$ \_\_\_\_\_ Approximate Net Worth \$ \_\_\_\_\_

**AMOUNT OF CREDIT REQUESTED: \$ \_\_\_\_\_**

(Note: If more than \$1,000 is requested, a separate Unconditional Personal Guaranty may be required as a condition to an extension of credit.)

Has Applicant or any Owner/Officer ever filed Bankruptcy?  Yes  No  
If Yes, list case name, court, case number, and status/result: \_\_\_\_\_  
\_\_\_\_\_

Are there any lawsuits or judgments pending against Applicant or any Owner/Officer?  Yes  No  
If Yes, list case name, court, case number, and status/result: \_\_\_\_\_  
\_\_\_\_\_

Has Applicant or any Owner/Officer been denied credit or placed on credit hold with any other supplier or vendor in the last five (5) years?  Yes  No

If Yes, list name, address, phone number, contact person, and status/result: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SALES TAX STATUS: (please check applicable option)

- SALES TAX TO BE APPLIED TO ALL PURCHASES
- THIS ACCOUNT IS EXEMPT. DO NOT CHARGE TENNESSEE SALES TAX.  
(IF TAX EXEMPT, PLEASE SUBMIT EXEMPTION CERTIFICATE WITH THIS APPLICATION)

**(PLEASE COMPLETE PAGE 2 FOR CREDIT REFERENCES AND CREDIT TERMS AND CONDITIONS.)**

TRADE / VENDOR / SUPPLIER REFERENCES: (please list name, contact person, and fax numbers only)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

BANK REFERENCES: (please list bank name, branch, address, phone number, contact person, and account numbers)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**CREDIT TERMS AND CONDITIONS**

For the purpose of establishing and maintaining credit with Jeffco Flooring & Supply, Inc. ("Jeffco"), the statements and information provided in and with this application are full, true, and correct. Applicant authorizes Jeffco to make inquiry into, request, and to receive any information concerning character, general reputation, or financial or credit status from creditors or financial institutions which Jeffco deems relevant for the granting and collection of the proposed indebtedness, and Applicant authorizes any creditor or financial institution (including those listed above) to divulge such information. Applicant understands that Jeffco will rely on the accuracy of any information set forth in and with this application and all information obtained in determining whether to extend credit. Applicant agrees to immediately notify Jeffco of any material change in the information provided in this application.

As consideration for the requested extension of credit, Applicant consents to and agrees that all sales or transfers of Materials to Applicant shall be subject to the following Terms and Conditions: Applicant shall pay directly or remit to Jeffco all sales and use taxes which may be due with respect to the Materials. Terms of payment and credit are as stated on the Invoice(s) or Credit Application. Invoiced amounts are due thirty (30) days from Invoice date. Late charges at a rate of the lesser of one and one-half percent (1 ½%) per month or the maximum rate allowed by law shall be added to accounts sixty (60) days past due. Applicant shall reimburse Jeffco for all costs of collection, including reasonable attorney's fees. Returned Materials are subject to a 15% restocking charge. Jeffco is a Materials provider only and shall not be responsible for the final inspection or installation of Materials. All Materials are covered only under the applicable manufacturer's warranty, if any. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, AND JEFFCO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST SALES OR PROFITS.** The laws of the State of Tennessee shall govern this transaction and any dispute arising between the parties. Any action to enforce any provision in these terms and conditions shall be brought in the courts for the State of Tennessee located in Davidson County or the U.S. District Court, Middle District of Tennessee (whichever has proper jurisdiction), and Applicant knowingly and voluntarily consents to jurisdiction and venue therein.

Jeffco reserves the right to not extend credit to the Applicant, or to withdraw credit at any time, in Jeffco's sole discretion.

Applicant wishes to apply for credit with Jeffco in accordance with these Terms and Conditions which have been read, understood and accepted. The undersigned is an Officer, Owner, or other Authorized Representative of Applicant and is authorized to represent and bind Applicant with respect to this Application and the terms set forth in this Application.

Print Applicant Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_