**Your Building Centers** P.O. box 1230 Altoona, PA 16603 Phone: (814) 946-4578 Fax: (814) 470-4460













www.ybconline.com

## **CREDIT APPLICATION**

Business Name:			Date Approved:
Address:			Partnership Fed Tax ID #:
	State: Zip:		Corporation
	Cell #: Years i		Fed Tax ID #:
			Other Explain:
		1	
	Taxable? YES		
Prior YBC Account?	NOTE: if NO, exemption ce must be attached.	ertificate '	
	OF ALL OWNERS/PRINCIPALS MATION AND SIGNATURE REQ	-	CORPORATION ACCOUNT. AL, PARTNERSHIP, OR LLC ACCOUNT.
Name:		Name:	
City:	State: Zip:	City:	State: Zip:
Social Security #:	DOB:	Social Security	/ #: DOB:
Name:		Name:	
Address:		Address:	
City:	State: Zip:	City:	State: Zip:
Social Security #:	DOB:	Social Security	/ #: DOB:
	BANK	<b>K REFERENCES</b>	
Name:		Name:	
Address:		Address:	
City:	State: Zip:	City:	State: Zip:
Account Number #:		Account Num	ber #:
	TRAD	E REFERENCES	
Name:		Name:	
City:	State: Zip:	City:	State: Zip:
Telephone:	Contact:	Telephone:	Contact:
Name:		Name:	
	State: Zip:		State: Zip:
Telephone:	Contact:	Telephone:	Contact:

## **ACCOUNT AUTHORIZATION**

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers. I/We authorize each source to provide Your Building Centers Inc. with such information.

## WE FURTHER AUTHORIZE THAT A PHOTOCOPY, OR FACSIMILE, OF THIS AUTHORIZATION BE CONSIDERED AS VALID AS AN ORIGINAL

hereby contract with YBC ("YBC" means Your Building Centers, Inc and all other subsidiaries of YBC, Inc) and its family of companies to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned do

The undersigned parties who are engaged in business under the trade name\_

the amount of the balance due. If the said account is not paid court of record of the United States to appear therein against (24%) per annum together with costs of suit, release of errors, execution, inquisition on appeal and the benefit of any and all waiving the benefit of the present or any future insolvent laws United States.	when due, the undersigned do hereby them for the amount then due with into and with 25 percent for attorney and/o laws now or hereafter to be passed, ex	authorize the Prothonotary or a erest on the unpaid balance at r collection fees, hereby waivin empting real or personal prope	any attorney of any the rate of twenty-four g all right of stay erty from levy and also
DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT	ACCOUNT AGREEMENT ABOVE		
You acknowledge that you have kept a copy of the credit according are hereby incorporated by reference and made part of this ap		agree to be bound by its terms	and conditions, which
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)
PE The undersigned hereby personally guarantee(s) the payment Inc (YBC) and its family of companies. The liability of the unde take any action against any other person or property before p or any attorney of any court of record of the United States to a the rate of twenty-four percent (24%) per annum together with hereby waiving all right of stay execution, inquisition on appe personal property from levy and also waiving the benefit of thany future bankruptcy law of the United States.  DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT A	rsigned, the Purchaser and any other gurceeding against the undersigned. The appear therein against them for the amount of suit, release of errors, and with all and the benefit of any and all laws not present or any future insolvent laws of the present or any future insolvent laws or	uarantor shall be joint and seve e undersigned do hereby autho ount then due with interest on a 25 percent for attorney and/o ow or hereafter to be passed, ex	ral and YBC need not wrize the Prothonotary the unpaid balance at r collection fees, rempting real or
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)
(Authorized Signature)	(Print Name)	(Title)	(Date)

## **YBC CREDIT ACCOUNT AGREEMENT**

The undersigned Purchaser makes this credit application and agreement to YBC for the extension of credit. In the Agreement, Purchaser means each person, individual, company, corporation or partnership whose application for the YBC Credit Account ("Account") covered by this application has been accepted. "YBC" means Your Building Centers, Inc or any other subsidiaries of YBC Inc.

Terms of Payment: In the event that YBC agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Credit card payments to this account through YBC payment portal, by phone, or in person will be assessed a 3% surcharge for the convenience of using a credit card. This fee may be increased or decreased at our discretion and without notice. Purchaser agrees to pay service charges of 2% per month or 24% Annual Percentage Rate on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing YBC by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser. YBC reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notifying you by regular mail.

Default: If YBC accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of YBC's rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make payment when due shall constitute an event of default. In the event of default, YBC shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

Acceleration: In the event of default by Purchaser under this agreement, YBC may immediately declare the entire unpaid balance of the account due and payable.

Attorney's Fees and Costs: In the event of default, YBC will charge Purchaser all costs of collection, including 25 percent for attorney's fees, court costs and any other expenses, to the extent permitted by law.

Credit investigation and Disclosure: YBC has the right to investigate Purchaser's credit and financial records, to verify Purchaser's credit references and report Purchaser's performance of the application to credit bureaus or other interested parties.

Contract Subject to Approval: This agreement is subject to the approval of YBC Credit Department.

Credit Withdrawn: Purchaser acknowledges that credit privileges, if granted, may be withdrawn at any time at the option of YBC.

Mechanic's Lien: If the account remains unpaid for sixty (60) days, a mechanic's lien may be filed to secure payment of debt.

Signature of Purchaser: Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers must sign the application.

Security Interest In Materials: Purchaser hereby grants to Your Building Centers, Inc. a purchase security interest under the Uniform Commercial Code ("UCC") on all merchandise purchased until the material has been fully paid for by the Purchaser. Purchaser agrees to sign, upon request, any Financing Statement (UCC-1) and other instrument, document or papers and to perform all acts YBC may require to protect or perfect YBC security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

Non-Waiver: No claim or remedy of YBC 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 officer of YBC.

Assignment: Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of YBC.

Agents of Purchaser: Purchaser shall be fully responsible and liable for any and all charges of materials or supplies made on the account, until such time that the purchaser provides YBC with written notification authorizing only specific individuals to charge.

Credit Hold: YBC reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, YBC reserves the right to withdraw credit privileges.

Credit Application: Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if YBC, in its sole and absolute discretion, agrees to extend and continue to extend credit to purchaser such decisions will be in reliance on the information provided in the credit application.

Governing Law: This agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania. Purchaser agrees to prosecute any claim, suit or proceeding in the Courts of the Commonwealth of Pennsylvania or the United State District Court in which any YBC store is located. You hereby consent to the jurisdiction of the above stated courts for any claim, action, suit or proceeding related to this agreement.

Entire Agreement: This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between YBC and Purchaser with regard to the Credit Account furnished to you, provided YBC agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between YBC and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by YBC, inc. after written notification to account holder.

Form # CA-100