

Credit Application

Use this application to apply for credit with Heritage Design + Supply, LLC.

INSTRUCTIONS: Please complete all sections (missing information will delay processing) and return the completed application to admin@heritagedesignandsupply.com.

If you need assistance completing this form, contact your Heritage representative or call our office at (919) 453-1622.

Accounts payable (A/P) contact information

Information for the ongoing billing contact.

1

Application Date: _____ Heritage Rep: _____
MM/DD/YYYY If Applicable

Accounts Payable Contact Name: _____

Phone: _____ Email: _____

Company information

This information is used to establish your business profile with Heritage.

2

Legal Name of Business: _____
Include DBA Name if Preferred (e.g. Heritage Design and Supply, LLC d/b/a Heritage)

Business Phone: _____ Billing Email Address: _____

Type of Business: Corporation Partnership Sole Proprietor
 LLC Other _____

Length of Time in Business: _____ Desired Credit Limit \$: _____
In Years

Length of Time in Business Under Current Ownership: _____
In Years

Federal Tax ID: _____ Sales and Use Tax Exempt Yes No

☞ If Yes, please attach a copy of your sales tax exempt certificate when submitting.

Billing Address _____

Address Line 1: _____ Address Line 2: _____
Street, P.O. Box, etc. Suite, Building, etc.

City: _____ State: _____ Postal Code: _____

Check if physical address and billing address are the same.

Physical Address _____

Address Line 1: _____ Address Line 2: _____
Street, P.O. Box, etc. Suite, Building, etc.

City: _____ State: _____ Postal Code: _____

☞ If you selected "Yes" for Sales and Use Tax Exempt, be sure to attach your certificate of exemption when submitting this application.

Owner information

This information is required for all beneficial owners who own more than 20% of the business.

Owner #1 Information

Full Name: _____ Title: _____

Cell Phone: _____ Email: _____

Ownership Percentage: _____

Home Address _____

Address Line 1: _____ Address Line 2: _____
Street, P.O. Box, etc. Suite, Building, etc.

City: _____ State: _____ Postal Code: _____

Owner #2 Information

Full Name: _____ Title: _____

Cell Phone: _____ Email: _____

Ownership Percentage: _____

Home Address _____

Address Line 1: _____ Address Line 2: _____
Street, P.O. Box, etc. Suite, Building, etc.

City: _____ State: _____ Postal Code: _____

Owner #3 Information

Full Name: _____ Title: _____

Cell Phone: _____ Email: _____

Ownership Percentage: _____

Home Address _____

Address Line 1: _____ Address Line 2: _____
Street, P.O. Box, etc. Suite, Building, etc.

City: _____ State: _____ Postal Code: _____

④ If you have more than three beneficial owners, please include their required information as an additional attachment to this form.

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Trade references

Please list three current or recent references with whom you have a credit line or attach your trade references sheet.

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Reference 1

Company Name: _____ Account Number: _____
If Applicable

Reference Contact Name: _____

Phone: _____ Email: _____

Reference 2

Company Name: _____ Account Number: _____
If Applicable

Reference Contact Name: _____

Phone: _____ Email: _____

Reference 3

Company Name: _____ Account Number: _____
If Applicable

Reference Contact Name: _____

Phone: _____ Email: _____

Bank reference

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Bank Name: _____

Type of Accounts: _____ Year Account Opened: _____

Banker's Contact Name: _____

Banker's Phone: _____ Banker's Contact Email: _____

For Heritage credit department use only

	1	2	3
Number of years as a customer			
Current Credit			
Largest Credit			
Credit Terms			
As agreed			
Not as agreed			

Legal

Should you have any questions about the terms of this credit agreement, please speak with Heritage before submitting your application.

It is understood and accepted by the undersigned Applicant that:

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- A. All Open Account charges are **due and payable Net 30 days or within ten days after applicant's receipt of payment from the general contractor or owner for products sold to applicant on an open account basis**, whichever is first to occur. All open account charges shall be deemed delinquent and subject to a liquidated damage charge unless paid for within thirty days after the open account charge is made.
 - B. Applicant hereby acknowledges that late or delinquent payment by applicant on its account will cause Heritage Design and Supply, LLC, to incur costs not contemplated by the parties in opening the account, the amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing charges, bookkeeping charges, accounting charges and legal charges. Therefore, if payment of any account charges are not received by Heritage Design and Supply, LLC, within ten days after such charges have become due, then without any requirements for notice to applicant, applicant shall pay to Heritage Design and Supply, LLC, a liquidated damage charge equal to **1 1/2 percent per month** for such overdue amount. Applicant and Heritage Design and Supply, LLC, agree that such liquidated damage charge represents a fair and reasonable estimate of the costs Heritage Design and Supply, LLC, will incur by reason of late payment by applicant. Acceptance of payments of such charge by Heritage Design and Supply, LLC, will not constitute a waiver of applicant's default with respect to such overdue amount nor prevent Heritage Design and Supply, LLC, from exercising any other rights or remedy granted hereunder or by law.
 - C. Should applicant fail to pay any charges to its account when due or should bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceeding be instituted by or against applicant or its property, Heritage Design and Supply, LLC, may at its option, cause the entire unpaid balance of applicant's account to become immediately due and payable.
 - D. Applicant agrees to pay all costs incurred by Heritage Design and Supply, LLC, in the collection of any charges to its account which become delinquent, whether or not Heritage Design and Supply, LLC, institutes suit. Said Costs include but are not limited to attorneys' fees, cost of suit, lien fees, collection agency fees and any and all other costs of collecting, suit or the enforcement of judgement incurred by Heritage Design and Supply, LLC.
 - E. A service charge of **\$50.00 will be applied to each returned check.**

The undersigned hereby certifies that this application is for the purpose of securing credit from Heritage Design and Supply, LLC solely on the basis of this application and financial data submitted herewith, and agrees to the terms set forth.

Company Name: _____

Printed Name: _____ Title: _____

Signature:

Date:

x		
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Personal guarantee(s)

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY ALL CORPORATE OWNERS.

In consideration of the extension of credit by Heritage Design and Supply, LLC herein, to _____ "(Applicant)

herein," the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Heritage Design and Supply, LLC, by Applicant, including collection charges and/or attorney's fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Heritage Design and Supply, LLC, without obtaining consent thereto, and until expressly revoked by written notice from me/us to Heritage Design and Supply, LLC. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or nonpayment and waive action required to any statute against the Applicant. No delay on Heritage Design and Supply, LLC's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Applicant or any other person primarily or secondarily liable to Heritage Design and Supply, LLC, shall operate as waiver of any such right or in any manner prejudice Heritage Design and Supply, LLC's rights against me/us. I/we agree that in the event of any default at any time by said Applicant, Heritage Design and Supply, LLC shall be entitled to look to me/us immediately for full payment without prior demand or notice.

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Owner # 1 Signature _____	
Signature:	Date:
<input type="checkbox"/> x	

Owner # 2 Signature _____	
Signature:	Date:
<input type="checkbox"/> x	


Owner # 3 Signature _____	
Signature:	Date:
<input type="checkbox"/> x	

Submission instructions + checklist

Please ensure you have completed all required sections and attached any necessary documents. Missing information will delay processing.

- Sales Tax exempt?**
Make sure you attach your exemption certificate.
- More than three owners?**
Please attach their required information as an additional attachment and duplicate the guarantee page to include their signatures.
- Complete and sign the NDCOR E-589CI Affidavit of Capital Improvement Form**

Save/scan and return the completed application and supporting documents to admin@heritagedesignandsupply.com.

 If you need assistance completing this form, contact your Heritage representative or call our office at (919) 453-1622.

**For Heritage credit
department use only**

Date: _____ Approved By: _____
MM/DD/YYYY

Location: _____ Salesperson: _____

Credit Code: _____ Credit Limit: _____

Initial Order: _____ Approximate Ship Date: _____
MM/DD/YYYY

Comments:

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

<p>A Owner, Lessee/Tenant, or Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>B Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
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Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) City State Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)

<p>C Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>D Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
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To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is **not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used **exclusively** to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.