



Credit Application & Agreement

Date: _____

Corporate Campus

12070 W. 159th Street, Homer Glen, IL 60491

Phone: 773-586-7777 Fax: 773-586-7781

Email: creditapp@richards-supply.com



Business Information

Legal Business Name (Include any Doing Business As)			Years in Business
Business Address	City	State	Zip Code
Mailing Address	City	State	Zip Code
Business Phone#	Fax#	Cell/Other#	
Contractors License #	State	Email Address	
Type of Business (Check One) ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC		State if Incorporation/Formation	
Taxable? ☐ Yes ☐ No If No, sales tax exempt or resale certificate Must be attached		Year of Incorporation	FEIN#
Previous Business Ownership? (Please give name & address)			

Billing Information

I would prefer to receive invoices and statements by: !!! Email ☐ Mail	Email Address	AP Contact
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Name of Principals/Owners/Officers/Partners/Members

Name		Position/Title	
Address	City	State	Zip Code
Drivers License#	State of Issue	Social Security #	Home Phone#
Name		Position/Title	
Address	City	State	Zip Code
Drivers License#	State of Issue	Social Security # _____	Home Phone#

Business/Supplier Credit References (No Personal References)

Name	Contact	Phone#	Fax#
Address	City	State	Zip Code
Name	Contact	Phone#	Fax#
Address	City	State	Zip Code
Name	Contact	Phone#	Fax#
Address	City	State	Zip Code

Bank Reference

Bank Name		Account#	
Branch Address	City	State	Zip Code

Agreement

- I/We warrant that I/We have been authorized by our business to enter into a binding contract with RICHARDS BUILDING SUPPLY (hereafter referred to as "THECOMPANY") or any of its subsidiaries or affiliates.
- I/We agree that all purchases shall be made in accordance with, and subject to, your terms and conditions of sale and I/We will pay each invoice in full in accordance with the terms of the particular purchase agreement, invoice, or shipping document with or without buyer's signature.
- I/We agree to pay a monthly service charge of 2% (or the highest legal rate) computed on the unpaid balance until the account is paid in full. In the event that any collection action is brought against this account, I/We agree to pay all costs and reasonable attorney's fees, regardless of whether or not litigation is initiated, including fees to perfect and enforce our lien rights or file a claim on a payment bond.
- I/We agree that payments made by credit card could be subject to a Credit Card Surcharge, if allowed by law.
- I/We agree that the venue for any legal action will be in Will County, Illinois, unless the law requires otherwise.
- I/We authorize THE COMPANY to contact any consumer reporting agency, all banks, credit and business trade references listed herein at any time to verify our credit standing with them and, hereby, authorize them to release said information to THE COMPANY.
- THE COMPANY reserves the right to issue notices and record any claim to perfect any mechanics lien rights regarding any material and/or labor supplied to or ordered for any project or job.
- If our business objects to any invoice charge or the quality of any product delivered by THE COMPANY, I/We agree to notify THE COMPANY in writing within 10 days of the date of the invoice, statement of account or delivery.
- The credit limit may be increased or decreased at the discretion of THE COMPANY, without written notice and without affecting any personal guarantees.
- I/We agree that THE COMPANY has the right to determine, at its sole discretion, how to apply payments despite any request to the contrary.
- I/We further agree to pay all amounts due under this Agreement until THE COMPANY has received written notice to close this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the materials supplied.
- In the event any other person or entity orders or utilizes any materials supplied pursuant to this Agreement, it is agreed that both the undersigned Customer and such other person or entity shall be obligated to pay for such material ordered or utilized plus all costs, attorney's fees and service charges.
- I/We agree that all funds owed from anyone or received as a result of the materials supplied by THE COMPANY shall be held in trust for the benefit of THE COMPANY ("Trust Funds"). I/We agree that I/We have no interest in Trust Funds and to promptly account for and pay to THE COMPANY all such Trust Funds.
- THE COMPANY may stop the manufacture or supply of any materials when it, in its sole discretion, determines that Customer is in breach of this agreement or any other contract with THE COMPANY or when THE COMPANY has any insecurity with respect to Customer's creditworthiness. I/We further agree that THE COMPANY shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials.
- TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR ARISING FROM A STATUTE OF CUSTOM OR A COURSE OF DEALING OR

Customer Signature (Officer/Owner/Partner)

Customer Signature (Officer/Owner/Partner)

Continuing Personal Guaranty (This section must be 100% complete)

In order to induce RICHARDS BUILDING SUPPLY CO. or any of its subsidiaries or affiliates to extend credit to applicant, the undersigned hereby personally and unconditionally guarantees the payment when due of any and all indebtedness including costs and reasonable attorney's fees, now existing or hereafter incurred by said applicant to RICHARDS BUILDING SUPPLY CO. or any of its subsidiaries or affiliates. Further, it is expressly understood and agreed that this is an unconditional, continuing and irrevocable personal guaranty.

I/We hereby waive any requirement by RICHARDS BUILDING SUPPLY CO. to attempt to collect from the debtor before seeking payment from guarantor(s).

I/We, the undersigned personal guarantor(s), recognizing that his or her individual credit history may be a material factor in the evaluation of the personal guaranty, hereby consents and authorizes THE COMPANY to obtain consumer credit reports on the undersigned at any time it deems necessary as part of the extension of credit to the Applicant, now or in the future.

I/We certify that the statements on this Credit Application & Agreement and on any additional page or pages accompanying this form are true and correct, and that no material information (favorable or unfavorable) known to me or specifically requested has been omitted.

It is agreed by the undersigned and all other parties interested in the performance of this guaranty that the place of trial of any action brought upon this guaranty shall be in Will County, Illinois.

FOR CONNECTICUT CUSTOMERS - I WAIVE THE RIGHTS OF NOTICE AND A HEARING UNDER SECTIONS 52-278a to 52-278n OF THE CONNECTICUT GENERAL STATUTES, INCLUSIVE, OF THE PREJUDGMENT REMEDY LAW.

Signature (No Title)

Signature (No Title)

Print Name & Date

Print Name & Date

Witness

Witness

FOR COMPANY USE ONLY (Must be completed prior to submission to credit)

Branch Manager / Salesman Comments: _____

Estimated Purchase Volume _____ MO/YR _____ Request Limit _____ Terms _____

Salesman# _____ Existing Account# _____ Branch# **02?**

CUSTOMER TYPE: ☐ Universal ☐ New Construction ☐ Remodel ☐ Commercial ☐ Restoration

7/2020