



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

Customer Type: \_\_\_\_\_

Email: [Krankhorn@maximusbuildingsupply.com](mailto:Krankhorn@maximusbuildingsupply.com)

## BUSINESS CREDIT APPLICATION

Fed ID# \_\_\_\_\_

Resale Tax#: \_\_\_\_\_

Legal Business Name or Individual \_\_\_\_\_

(List all Trade Names, DBA's, Divisions or Subsidiaries) \_\_\_\_\_

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

Bill To Address: (If Different) \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Amount of Credit Requested: \_\_\_\_\_ Type of Business: \_\_\_\_\_ How Long in Business: \_\_\_\_\_

### BUSINESS INFORMATION

Sole Proprietorship: \_\_\_\_\_ SS# \_\_\_\_\_

Partnership: Partner: \_\_\_\_\_ SS# \_\_\_\_\_

Partner: \_\_\_\_\_ SS# \_\_\_\_\_

Corporation/LLC: President/Member: \_\_\_\_\_ SS# \_\_\_\_\_

VP/Member: \_\_\_\_\_ SS# \_\_\_\_\_

Secretary/Member: \_\_\_\_\_ SS# \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_ SS# \_\_\_\_\_

**TAX STATUS:**  Subject To  Exempt (Attach Copy of Certificate)

### BANK INFORMATION:

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_ Type of Account: \_\_\_\_\_

Phone: \_\_\_\_\_

### TRADE REFERENCES (MUST PROVIDE AT LEAST THREE):

Name	Contact	Address	Phone #
------	---------	---------	---------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

We grant permission to contact credit reporting agencies, and any or all of the bank and trade references listed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AGREEMENT

(The designation herein of "MBS" will serve as an abbreviation of our full name: Maximus Building Supply)

The preceding information is for obtaining credit and is warranted to be true. I/we hereby authorize MBS to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for obtaining credit and for periodic review for the purpose of maintaining the credit relationship. I/we authorize MBS from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by MBS to lend money, it is an agreement by Customer for the benefit of MBS if MBS determines to extend credit. MBS may change credit limits or other credit terms at any time, in its sole discretion. No modification may be made otherwise to this Agreement, except in a writing signed by MBS.

**CREDIT POLICY:** Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account. There will be a 2.5% fee for any credit card payments made on the account.

**CREDIT TERMS:** All invoices are due net 10<sup>th</sup>. A Service charge of one and one-half percent (1 ½% per month), or (18% per annum) or the highest legal rate, whichever is less, may be assessed on delinquent invoices. If a check made payable to MBS in payment of customer's account is returned unpaid by the customer's bank for any reason, MBS may charge customer a return check fee.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify MBS in writing and by certified mail of any change of ownership, the name of the business or structure of the business under which credit is established.

In the event customer fails to pay pursuant to the terms of this agreement and MBS elects to take legal action to collect this account, the customer shall pay all costs incurred by MBS including, but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The parties choose the laws of the state of Tennessee to govern all aspects of this credit application and agreement and all transactions between them without regard to conflicts of law provisions of said state. The parties further designate the federal and state courts of Tennessee as the exclusive place of venue and jurisdiction for the resolution of any dispute between them, with the exception of mechanic's and materialmen's liens and bond claims, which, at the sole and exclusive choice of Maximus Building Supply, may be established and enforced in a state other than Tennessee where goods sold pursuant to this credit application and agreement have been delivered or otherwise incorporated into projects and/or properties owned by customer and/or customer's agents and/or those in contractual privity with customer, in which instance the laws pertaining to mechanic's and materialmen's liens and bond claims of such other state shall be applied; otherwise, the applicant/customer waives any right customer may have to transfer or change venue or jurisdiction regarding customer's obligation to Maximus Building Supply pursuant to the terms of this credit application and agreement. The applicant/customer also waives a claim or defense to the enrolling of any judgment against customer in a state other than Tennessee, under the Uniform Enforcement of Foreign Judgments Act or otherwise.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal (family or household) purposes.

**APPLICANT'S SIGNATURE(S) ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS:**  
The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

**Firm or Individual Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

***Would you agree to receiving invoices by email or fax?***

**Yes**      **No**

*Email contact* \_\_\_\_\_

09/19/2024

# PERSONAL GUARANTEE

**PERSONAL GUARANTEE.** For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by MBS to Applicant, the undersigned, individually, jointly and severally, unconditionally guarantee(s) to MBS the full and prompt payment by all obligations which Guarantor(s) presently or hereafter may have to MBS and payment when due of all sums presently or hereafter owing to Guarantor(s) to MBS. Guarantor(s) agrees to indemnify MBS against any losses MBS may sustain and expenses MBS may incur as a result of any failure of Guarantor(s) to perform including reasonable attorney fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Applicant guaranteed hereunder or in enforcing this guaranty against guarantor(s). This shall be a continuing Guaranty. Guarantor(s) waive Diligence, Demand, Protest or notice of any kind. This personal guarantee shall remain in full force until guarantor(s) delivers to MBS written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantor's(s') obligations hereunder with respect to indebtedness incurred. The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorizes the use of a consumer credit report on the undersigned, by MBS and/or its agent from time to time as MBS, in its sole discretion deems necessary in the credit evaluation process.

SIGNATURE OF PERSONAL GUARANTOR: \_\_\_\_\_

PRINT NAME OF PERSONAL GUARANTOR: \_\_\_\_\_

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

SIGNATURE OF PERSONAL GUARANTOR: \_\_\_\_\_

PRINT NAME OF PERSONAL GUARANTOR: \_\_\_\_\_

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

SIGNATURE OF PERSONAL GUARANTOR: \_\_\_\_\_

PRINT NAME OF PERSONAL GUARANTOR: \_\_\_\_\_

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

\*\*\*\*\*

**For Maximus Building Supply Use Only:**

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

APPROVED: \_\_\_\_\_

CREDIT LIMIT: \$ \_\_\_\_\_