



Phone: 609.297.5600  
 Fax: 609.503.5636

**COMPANY INFORMATION**

**CREDIT APPLICATION**

Legal Name (incl. DBA):		Application Date:	
Business Type (select one): Corporation		Limited Liability Company	
Partnership		Sole Proprietorship	
Contractor License & State:		Federal Tax ID:	
Date Business Established:			
Have you or any business which you were affiliated with filed bankruptcy or reorganization within the past ten (10) years?			
If "Yes", name business:		Date of filing:	
Have you or any business with which you were affiliated had an account with Summit Materials, LLC?			
If "Yes", state name of person or business who had the account:		Date account opened:	
Accounts Payable Contact:		Phone No.:	
Email:			
Purchasing Contact:		Phone No.:	
Email:			
Mailing Address:			
Street: .....		City: ..... State: ..... Zip: .....	
Phone: .....		Fax: .....	

**TERMS AND CONDITIONS OF SALE**

In consideration of Summit Gypsum Supply, LLC, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively "Seller") extending credit to the Applicant, Applicant agrees to pay for all items delivered and/or delivered and installed at the request of the Applicant within terms as presented on the Seller's invoice. All accounts are due and payable at the remittance address shown on the Seller's invoice. Applicant acknowledges that a monthly service charge will be issued on all sums due to Seller, which have not been paid within the agreed upon terms, and Applicant agrees to promptly pay said service charge. The service charge shall accrue at 1.5% per month; it shall be issued on the first (1st) day after the original due date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing.

By signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front and back of the Seller's invoice shall be a term of the contract of each sale from Seller to Applicant.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial, and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgment is entered. Jurisdiction and venue for any legal action shall be in the state and country of: (a) where this agreement is signed, (b) where the materials and/or labor at issue were purchased, (c) where the materials and/or labor were incorporated, and (d) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned represents and warrants that the above agreement has been carefully read and the Applicant understands the terms and conditions of sale.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING:

1. Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.
2. The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or Guarantor and/or a consumer credit report on (Sole Proprietor or any and all Partners or Members or Guarantors) at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Signed by:	_____	Signed by:	_____
	Authorized Signature		Authorized Signature
Name:	_____	Name:	_____
Title:	_____	Title:	_____

**OFFICERS / MEMBERS / PARTNERS / OWNERS (Include CEO and/or President and CFO and/or Controller)**

(a) Name:		SSN:	
Title:	% Owned:	Cell #:	Home Phone:
Home Address:	City:	State:	Zip:
(b) Name:		SSN:	
Title:	% Owned:	Cell #:	Home phone:
Home Address:	City:	State:	Zip:

**BANK REFERENCES**

(a) Bank Name:	Account No:	Checking	Payroll	Other
Contact Name:	Account No:	Checking	Payroll	Other
Contact Email:	Account No:	Checking	Payroll	Other
Address:	City:	State:	Zip:	
Phone No.:	Fax No:			
(b) Bank Name:	Account No:	Checking	Payroll	Other
Contact Name:	Account No:	Checking	Payroll	Other
Contact Email:	Account No:	Checking	Payroll	Other
Address:	City:	State:	Zip:	
Phone No.:	Fax No:			

**TRADE REFERENCES (Please provide three)**

(a) Company Name:	Account No:		
Contact Name:	Email:		
Address:	City:	State:	Zip:
Phone No.:	Fax No:		
(b) Company Name:	Account No:		
Contact Name:	Email:		
Address:	City:	State:	Zip:
Phone No.:	Fax No:		
(c) Company Name:	Account No:		
Contact Name:	Email:		
Address:	City:	State:	Zip:
Phone No.:	Fax No:		

**PERSONAL GUARANTY**

The undersigned, jointly and severally, in consideration of the credit requested by the Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above, with seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect.

Signed by:	Signed by:
_____	_____
Guarantor	Guarantor
Name:	Name:
_____	_____
SSN:	SSN:
_____	_____