



6390 E 49th Drive
Commerce City, CO 80022
(720) 333-6362
accounting@LMBSupply.com

Credit Application

Customer Profile

Business Name _____

Doing Business As
(if different) _____

Customer Type ☐ Residential ☐ Commercial ☐ Both/Other _____

Address _____

Mailing Address (Different) ☐ No ☐ Yes (if Yes complete below)

W-9 Form Complete <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and attach

Dunn Bradstreet No. _____

Annual Sales _____

Credit Amount Requested _____

Tax Exemption Certificate ☐ No ☐ Yes and attach

Contact _____
First and Last Name Title

Phone Number Email

Accounting Email LMB Sales Representative

Contact

First and Last Name

Title

Mobile #

Home [Address]

Home [City, State Zip]

Driver's License #

Social Security #

DOB (MM/DD/YYYY)

Involved in Bankruptcy
Or Insolvency

☐ No ☐ Yes ☐ Other

Contact #2

First and Last Name

Title

Mobile #

Home [Address]

Home [City, State Zip]

Driver's License #

Social Security #

DOB (MM/DD/YYYY)

Involved in Bankruptcy
Or Insolvency

☐ No ☐ Yes ☐ Other

Contact #3

First and Last Name

Title

Mobile #

Home [Address]

Home [City, State Zip]

Driver's License #

Social Security #

DOB (MM/DD/YYYY)

Involved in Bankruptcy
Or Insolvency

☐ No ☐ Yes ☐ Other

Banking Information

Bank #1

Bank Name		Account #
Bank Contact	Email	Phone

Bank #2

Bank Name		Account #
Bank Contact	Email	Phone

Trade Reference

Reference #1

Company Name		City, State
Contact [Full Name]	Email	Phone
Describe Business Relationship		

Reference #2

Company Name		City, State
Contact [Full Name]	Email	Phone
Describe Business Relationship		

Personal Guaranty

In consideration of LMB's extension of credit to Customer or financing of Customer's purchase of LMB Drywall Supply products, each undersigned person (each, a "Guarantor") unconditionally and irrevocably guarantees the prompt payment of all amounts accruing on Customer's account. This Guaranty shall be a joint and several obligation, without limitation as to amount, and extends to any Finance Charges and Collection Costs accruing on Customer's account. Each Guarantor further agrees to pay on demand, without requiring LMB to first enforce payment against Customer. This is an absolute, unconditional, primary, and continuing obligation and, subject to applicable law, shall remain in full force and effect until Customer's entire Account balance, including any Finance Charges and Collection Costs, is paid in full. Guarantors waive any notice requirements concerning Credit Terms or this Guaranty and acknowledge LMB may amend Credit Terms or Customer's account terms, in its sole discretion including raising rates, fees, or credit limits. By executing this Guaranty below, Guarantor authorizes LMB to: (x) investigate his or her personal credit by obtaining a consumer credit report and making direct inquiries of businesses where Guarantor's accounts are maintained; (y) periodically review and share information about transactions with Guarantor with credit bureaus or other parties who may receive such information; and (z) in the event this application is denied based upon information in a consumer credit report, to report the reason for denial. The duration of any Guaranty provided hereby shall be the maximum extent permitted by state law.

Definitions: For the purposes of this Guaranty, the following terms shall have the meanings ascribed to them: "Customer" refers to the entity or individual to whom LMB Drywall Supply has extended credit; "Guarantor" refers to the individual or entity signing this Guaranty; "Finance Charges" refers to interest charges, late fees, and any other charges assessed on the Customer's account as outlined in the Credit Terms; and "Collection Costs" includes any costs associated with the collection of amounts owed by the Customer.

Acceleration Clause: In the event of default by Customer, the entire balance of Customer's account, including Finance Charges and Collection Costs, shall become immediately due and payable.

Waiver of Defenses: The Guarantor waives any and all defenses that might be available to the Guarantor under law, including but not limited to claims of waiver, modification, or discharge, and agrees to remain liable under this Guaranty even if the Customer's obligations are altered or waived by LMB Drywall Supply.

Attorney's Fees and Costs: In the event of any dispute arising from this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the dispute, in addition to any other relief granted.

The parties agree that electronic signatures of the parties are intended to authenticate this document and to have the same force and effect as manual signatures. By typing your name above, you agree you are signing this document and that it is legally binding as if you had signed a paper document. You also acknowledge by typing your name that you have read and understand the Terms and Conditions attached or included with this document.

Governing Law and Dispute Resolution: This Guaranty shall be governed by the laws of the State of Colorado, and the parties agree that any legal actions related to this Guaranty shall be brought in the appropriate courts located in the State of Colorado. Any disputes arising out of or related to this Guaranty shall be resolved through mediation or, if necessary, arbitration, conducted in the state of Colorado.

Notices: Any notice required or permitted under this Guaranty must be in writing and shall be deemed effective upon delivery to the address or email provided by the parties.

Severability Clause: If any provision of this Guaranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Additional Guarantors: Additional Guarantors may be added to this agreement at the discretion of LMB Drywall Supply without modifying the terms of the original Guaranty.

Credit Review and Modifications: LMB Drywall Supply may periodically review the Customer's credit and modify the credit terms, including adjusting the credit limit or finance charges, without prior notice to the Guarantor, subject to applicable laws.

The parties agree that electronic signatures of the parties are intended to authenticate this document and to have the same force and effect as manual signatures. By typing your name above, you agree you are signing this document and that it is legally binding as if you had signed a paper document. You also acknowledge by typing your name that you have read and understand the Terms and Conditions attached or included with this document.

Jurisdiction and Venue: This Guaranty shall be governed by the laws of the State of Colorado, and the parties agree that any legal actions related to this Guaranty shall be brought in the appropriate courts located in the State of Colorado.

BY SIGNING YOUR NAME, YOU ACKNOWLEDGE AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING. YOU ALSO ACKNOWLEDGE THAT BY SIGNING YOUR NAME, YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS ATTACHED OR INCLUDED WITH THIS DOCUMENT.

Guarantor 1 Signature	Date
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Guarantor 2 Signature	Date
-----------------------	------

Full Name

Full Name

Title & Social Security #

Title & Social Security #

Guarantor 3 Signature	Date
-----------------------	------

Full Name

Title & Social Security #

Agreement to Terms

Customer and Guarantor(s) represent the information provided in this application is complete and accurate. In the event LMB Drywall Supply approves Customer's application, Customer agrees to be bound by the Credit Terms provided with this application on the next page and the Sales Terms referenced therein. Customer authorizes LMB Drywall Supply to obtain credit information from credit reporting agencies, references, and other sources in considering this application and subsequently in connection with any Account. By executing this credit application, the undersigned hereby represents and warrants to LMB Drywall Supply that he or she: (a) has read and understands the contents of the Credit Terms; (b) has read and understands the contents of the Sales Terms; (c) has authority or corporate power to bind Customer to the Credit Terms and Sales Terms; and (d) is signing voluntarily.

Commercial Credit Terms and Conditions

These Commercial Credit Terms and Conditions ("Credit Terms") of LMB Drywall Supply (including its affiliates and subsidiaries, "LMB Drywall Supply") shall govern and control any and all extensions of commercial credit by LMB Drywall Supply to any person, business, or other legal entity (each, a "Customer") purchasing goods, products, or materials ("Products") from or on account with LMB Drywall Supply. As used herein, "Terms" shall mean these Credit Terms and LMB Drywall Supply's Terms and Conditions of Sale (the "Sales Terms"), available upon request or at <https://lmbsupply.com/downloads>. The most up-to-date version of the Sales Terms shall be incorporated into these Credit Terms by reference as if fully set forth herein.

1. Consent to Credit Investigation

Customer represents and warrants the information contained in its credit application is complete, true, and accurate, and that no unfavorable information has knowingly been omitted. Customer's submission of an executed Credit Application constitutes authorization for LMB Drywall Supply to conduct an investigation of Customer's business background and creditworthiness, and acts as irrevocable consent and express authorization to collect, disclose, and use Customer's credit, accounts, and other personal or proprietary information obtained by LMB Drywall Supply (or its agents, designees, and assigns) from any and all sources utilized in connection with LMB Drywall Supply's evaluation of Customer's creditworthiness. Customer's consent includes authorization to disclose information concerning Customer to credit reporting agencies, as well as consent to the disclosure of information to third parties to the extent such disclosure is necessary for purposes of credit approval, collection efforts, invoicing, delivery, or other credit-related purposes. Nothing in this section shall be construed as permitting LMB Drywall Supply to collect, disclose, or use information in violation of applicable law.

2. Account

If Customer's application is approved, a commercial charge account (an "Account") will be created in the name of Customer to be used for business or commercial purposes. Customer agrees to not use its Account (or allow it to be used) for personal, family, or household purposes. A credit limit will be assigned to Customer's Account, which credit limit LMB Drywall Supply may raise, lower, or permit Customer to exceed, at any time, and without advance notice to Customer. All unpaid purchases, whether billed or not, shall be considered in determining Customer's available credit. LMB Drywall Supply may at any time, without advance notice to Customer, limit or terminate use of the Account or terminate or suspend Customer's right to make future purchases. Regardless of any limitation, suspension, or termination hereunder, Customer promises to pay any outstanding balance on the Account according to these Terms and all of LMB Drywall Supply's rights hereunder shall remain in full force and effect until all of Customer's obligations are fully satisfied, including payment of all late fees and finance charges until payment in full. Customer agrees to notify LMB Drywall Supply in writing of any changes in ownership or status of ownership and further agrees, notwithstanding any change in ownership, status of ownership, business form, or entity, all amounts owed on the Account shall remain the responsibility of Customer and Guarantor unless otherwise agreed to by LMB Drywall Supply in writing.

3. Payment Terms

Customer agrees to pay in accordance with the terms of its respective account with LMB Drywall Supply. No payments shall be subject to any set-offs, deductions, or claims, unless otherwise agreed to in writing by LMB Drywall Supply. Should Customer fail to pay when due, Customer shall be responsible for a monthly finance charge accruing on such unpaid balance. A charge of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum, shall accrue on a daily basis from the date of invoice, and shall continue to accrue on any unpaid balance, both before and after judgment, until said balance is paid in full or until payment of the maximum amount permitted by applicable state law is made, whichever is less

(the "Finance Charges"). Customer further acknowledges and agrees, in the event a court of competent jurisdiction determines any late charge to be in violation of applicable law, Customer's sole remedy against LMB Drywall Supply for such violation shall be the application of said late payment charge towards the unpaid balance, or if paid in full, the return to Customer of the amount that is in excess of the maximum amount permitted by applicable law.

4. Application of Payment; Set-Off Rights

LMB Drywall Supply may in its sole and complete discretion apply any payment received by Customer in any manner it deems appropriate. Without limiting the foregoing, to the extent any payment received by LMB Drywall Supply is insufficient to pay the full amount then due and payable, such payment may be distributed and applied towards Customer's indebtedness including, but without limitation and in any order as LMB Drywall Supply may elect: (a) any and all costs and expenses incurred from LMB Drywall Supply's Collection Efforts (as defined in Section 5); (b) to accrued and unpaid interest assessed according to the terms herein; (c) payment of any applicable late charges; and (d) any unpaid principal until the full amount of principal and interest have been paid in full.

5. Collection Efforts

To the extent not prohibited by applicable law, Customer and Guarantor shall be responsible for all costs, fees, and expenses ("Collection Costs") of like or unlike nature which may be expended by LMB Drywall Supply, regardless of whether suit is instituted, either as against Customer or any Guarantor or surety, in connection with any of the following, including, without limitation (collectively, "Collection Efforts"): (a) collecting or attempting to collect any unpaid balances, including employing a third-party collection agency; (b) enforcing these Credit Terms at law or in equity including, without limitation, defending or prosecuting any claim against Customer, guarantors, or bonding companies; (c) perfecting, administering, maintaining, supervising, protecting, determining the priority of, or realizing any Security Interest (as defined in Section 7) or other form of collateral, whether granted by Customer or any guarantor with respect to such indebtedness; (d) exercising any rights under any surety, payment, or performance bonds; (e) filing, attaching, or perfecting any mechanic's, statutory, or equitable liens; and (f) participating in any action or proceeding necessitated by Customer's purchase of LMB Drywall Supply Products under these Terms. Collection Costs shall include, without limitation, reasonable attorneys' fees, court costs, outside collection agency fees and costs, costs of filing any Uniform Commercial Code ("UCC") financing statements, filing or recording a lien, asserting or making a claim against a bond, out-of-pocket expenses, post-judgment costs, and any other costs incurred by LMB Drywall Supply in its Collection Efforts.

6. Consumer Waivers

Customer represents and warrants it is not a "consumer" as defined in the Federal Consumer Credit Protection Act ("FCCPA"), or any other consumer credit laws, whether federal, state, or municipal. Customer waives any and all rights granted to consumers under the FCCPA and any other applicable consumer credit laws with respect to any "consumer rights." Customer represents and warrants any and all purchases of Products from LMB Drywall Supply, and any extension of credit to Customer under these Credit Terms, are solely for business and commercial purposes. Accordingly, Customer waives any and all rights granted to consumers under the FCCPA and any other applicable consumer credit laws with respect to "consumer rights."

7. Security Interest; Supplier Lien

To secure payment of Customer's indebtedness, Customer hereby grants LMB Drywall Supply a purchase-money security interest in all Products sold or supplied to Customer by LMB Drywall Supply, as well as a security interest (collectively, "Security Interest") in all of Customer's right, title, and interest in, to, and under all of its personal property, equipment, fixtures, inventory, general intangibles, and accounts receivable (collectively, "Collateral"), whether now existing or hereafter arising and wherever located. Customer irrevocably authorizes LMB Drywall Supply to file financing statements on Customer's behalf, and further agrees to take all further actions LMB Drywall Supply deems necessary or desirable to perfect, preserve, enforce, or realize its Security Interest. In addition to LMB Drywall Supply's Security Interest, and without limiting any of these Terms, Customer unconditionally and irrevocably assigns, pledges, and grants to LMB Drywall Supply a continuing first-priority lien against the Collateral, to the maximum extent permitted by applicable law, to further secure payment and performance of Customer's obligations hereunder. Customer agrees to execute, acknowledge, and deliver all instruments necessary to confirm LMB Drywall Supply's rights, powers, and remedies hereunder, including furnishing LMB Drywall Supply, upon its request, with all relevant information for LMB Drywall Supply's evaluation, notification, or enforcement of any lien rights. LMB Drywall Supply's request for this information shall be construed as creating a duty on the part of Customer to distribute,

publish, and supplement this information. Customer agrees its failure to provide such information shall constitute a waiver of any defenses, substantive or procedural, related to Customer's failure to provide the requested lien information.

Jurisdiction and Venue

The validity, performance, construction, effect, and all claims and controversies which may arise under these Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law provision or rule causing the application of the laws of any jurisdiction other than the State of Colorado. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern these Terms or the performance thereof or any aspect of any dispute arising therefrom. Notwithstanding anything to the contrary, Customer and Guarantor agree jurisdiction and venue for LMB Drywall Supply's Collection Efforts shall be in the state and county where: (a) the Account was established by LMB Drywall Supply; (b) where any Products were incorporated; (c) where the Products were purchased; or (d) where either Customer and/or Guarantor are located. Based on the foregoing sentence, Customer and Guarantor agree to submit themselves to the personal jurisdiction of the courts of such state and county. Customer and LMB Drywall Supply each waive, to the fullest extent permitted by applicable law, any right to trial by jury in respect of any suit, action, claim, or proceeding relating to these Terms.

BY SIGNING YOUR NAME, YOU ACKNOWLEDGE AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING. YOU ALSO ACKNOWLEDGE THAT BY SIGNING YOUR NAME, YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS ATTACHED OR INCLUDED WITH THIS DOCUMENT.

Signature

Date

Full Name

Title