



MBE Certified

# CREDIT APPLICATION

Salesperson's Name & Number \_\_\_\_\_

**Gaithersburg Branch**  
14 Chestnut Street  
Gaithersburg MD 20877  
301-948-2690

**Frederick Branch**  
5831 Buckeystown Pike  
Frederick MD 21701  
301-831-4522

**Account #** \_\_\_\_\_  
**Corporate**  
4 Meem Avenue  
Gaithersburg MD 20877  
301-948-2690

Business Name: \_\_\_\_\_

Trade Name (if different): \_\_\_\_\_ No. of Yrs. in Business \_\_\_\_\_

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

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

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Type of Business: \_\_\_\_\_

State of Origin: \_\_\_\_\_  Corporation  Partnership  Sole Proprietorship  Limited Liability Company

Name of Predecessor Businesses: \_\_\_\_\_

Contact Person Regarding Invoices: \_\_\_\_\_ Phone No. \_\_\_\_\_

Parent Company: \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Fax No.: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Sales Tax Exempt #: \_\_\_\_\_ (Please attach copy of form)

**Information on Principals** defined as:

For Proprietorship or Partnership: List all Owners and/or Partners

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders

Name	Home Address	Phone #	Social Security #	Position

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_\_\_

Has any judgment ever been entered against any of the companies or principals listed above? \_\_\_\_\_

Are there legal actions or arbitrations pending against any of the companies or principals listed above? \_\_\_\_\_

**CREDIT REFERENCES** (Attach separate schedule if necessary)

*Primary Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

*Other Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

PLEASE ATTACH SEPARATE FINANCIAL STATEMENT OF ASSETS AND LIABILITIES.

**TERMS AND CONDITIONS**

I/we certify that this information is correct, complete and that we are able to pay within thirty days of each invoice date labor or materials ordered. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller 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 persons or entities. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Seller, should Seller determine to supply labor or materials or extend credit to Customer in the future.

**Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1 1/2% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due, if this account is placed with an attorney for collection, whether suit is filed or not.**

Customer expressly agrees to submit to personal jurisdiction in Maryland and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Montgomery, Maryland. This Agreement shall be governed by and construed in accordance with the laws of Maryland.

Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and 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 labor and materials supplied. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Seller for signature that may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on this account, despite any advice to the contrary. Seller may change credit limits or other credit terms at any time, in its sole discretion.

Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller ("Trust Funds"). Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. Customer further irrevocably assigns to Seller its account receivable and further grants Seller a security interest in any account receivable arising from relating to the labor or materials supplied by Seller to the extent that sums are justly due to Seller under this Agreement.

Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Customer agrees to pay a reasonable storage fee if materials are stored on Seller's yard more than 60 days.

Applicant(s):

By: \_\_\_\_\_ By: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Name Printed: \_\_\_\_\_

Title or capacity: \_\_\_\_\_ Title or capacity: \_\_\_\_\_

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

**CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

**PERSONAL GUARANTY**

In consideration for, and as an inducement to STANDARD SUPPLIES, INC. (hereinafter "Seller") to extend credit to \_\_\_\_\_ (hereinafter "Debtor"), the undersigned hereby guarantees, jointly and severally with each other and the Debtor, the full performance and observance of all terms, covenants, conditions, and agreements of the Debtor in any Credit Agreement or any other Contract with Seller. The undersigned waives any notice of non-payment, non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guarantee or surety law which would operate to impair or diminish the liability under this Guaranty and further agrees that Seller may proceed against the undersigned separately or jointly before, after or simultaneously with proceeding against Debtor.

This Guaranty is unconditional and shall remain in full force and effect on any change order, renewal, extension, amendment, assignment, sublease, transfer, or other modification of said Credit Agreement or Contract, whether or not Guarantors have knowledge thereof. This Guaranty shall remain in full force and effect with respect to all amounts due under the account of Debtor until Seller has received written notice closing Debtor's account or terminating this Guaranty mailed U.S. certified return receipt requested, no matter what person or entity ordered or used the labor and material supplied on Debtor's account and regardless of any change in the legal structure of Debtor or the existence of entities or individuals legally distinct from Debtor using or benefiting from the labor and materials supplied.

If Seller takes any action to enforce or compel compliance with the terms of this Guaranty or any other Contract with Seller, the Guarantors shall be obligated to pay all costs incurred by Seller and attorney's fees in the amount of 1/3 of the balance due from Guarantors, in addition to any other rights or remedies which Seller may have. Guarantors expressly agree that the forum for any litigation pursuant to this Guaranty or any Contract between Seller and Debtor, whether suit is brought by Seller, Debtor or Guarantor, shall be the County of Montgomery, Maryland. This Guaranty shall be governed by and construed in accordance with the laws of Maryland.

The undersigned agree that their liability hereunder is joint and several, with each other and with the Debtor, and further acknowledge that any individual Guarantor had the option of applying for individual credit by submitting an individual financial statement for evaluation. The undersigned have waived the right to apply for individual credit, have opted to supply multiple Guarantors and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. All obligations and liabilities of Guarantors pursuant to this Guaranty shall be binding upon their heirs, personal representatives, and assigns. The undersigned understands that Seller may refuse to extend credit at any time and from time to time, that such refusal shall not effect the obligations hereunder, and that Seller may obtain credit reports and other credit information on the undersigned from time to time.

Debtors and Guarantors agree that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Seller under existing Contracts and Credit Agreements with Debtor and that this Guaranty is not accepted in lieu of Seller's mechanic's lien, payment bond or other legal rights.

IN WITNESS WHEREOF, we have signed and sealed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

GUARANTORS:

Name(Printed): _____	Spouse's Name(Printed): _____
Address: _____	Address: _____

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.