



37 Building Products, Ltd.

6701 Corporation Pkwy, Suite 150
Fort Worth, TX 76126
Phone: 817-341-8744
Email: credit@37bp.com



Credit Application – Must be completed in full and signed

Anticipated Monthly Purchases \$ _____

Phone: () _____

Fax: () _____

Business Name _____

Street Address: _____ City _____ State _____ Zip _____

Billing Address: _____ City _____ State _____ Zip _____

Email: _____ Cell Phone _____

Legal Structure: () Corporation **Date Incorporated** _____ () Partnership () Proprietorship

If a Corporation, please list the three major stockholders and officers of the Corporation. If a Partnership or Proprietorship, please list the name, address and Social Security Number of all owners.

Name / Title

Social Security Number

Have you ever filed bankruptcy? () No () Yes **What Year?** _____ **What Type** _____

Are your purchases tax exempt? () No () Yes If so, please attach tax exempt certificate. State Law requires us to have a Tax-Exempt Certificate on file. **Tax must be charged until we receive the proper form.**

Federal ID Number _____ In business since: _____

Accounts Payable Contact: _____ Phone #: _____

Send statements & invoices via: () Email _____ () Fax _____ () US Mail

Is Purchase Order Required? () Yes () No **Type of Business:** _____

Person(s) authorized to order: _____

Trade References: List Bank first, then 3 others.

TYPE	NAME	CITY/STATE	PHONE	FAX or EMAIL	ACCOUNT #
Bank					
Reference					
Reference					
Reference					

Terms and agreement on next page

This Application WILL NOT be considered unless completed and signed

Credit Terms and Agreement

Applicant certifies that all information submitted herein is true and correct and is provided to request commercial credit from 37 Building Products, 37 Concrete (American Concrete), 37 Mining, and/or 37 Trucking (collectively, "Seller"). Applicant agrees to the Terms and Conditions listed below. These Terms and Conditions represent the complete agreement between Applicant and Seller

Applicant agrees to pay in accordance with Sellers standard terms of sale. Any amount not paid pursuant to the terms of sale will be considered PAST DUE and will be subject to a service charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is less. Should it become necessary to place the account in the hands of an attorney or collection agency for collection, Applicant agrees to pay reasonable attorney's fees, collection fees and all other costs of collection.

Applicant agrees that any extension of credit privileges to Applicant and the amount and the terms of such credit privileges are at the sole absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit privileges to the Applicant at any time should the account become past due, if there is an ownership or name change, in the event of bankruptcy, or at any time Seller, in Seller's discretion, deems itself insecure.

Upon approval the account will be assigned a **MAXIMUM CREDIT LIMIT**, subject to review and adjustment at any time, and should the unpaid balance on the account exceed this limit, Applicant will be required to make a payment on the account prior to the due date or accept purchases on a **CASH ON DELIVERY BASIS ONLY** until such time as the balance is reduced to within the assigned credit limit.

Applicant certifies the signor is authorized to execute documents and agreements required to establish a commercial credit account on behalf of Applicant. If Applicant is a corporation, partnership, LLC or other business entity, the signor affirmatively states that the signor is authorized to sign on behalf of said entity and to obligate said entity for any credit extended thereto, and that the entity on whose behalf credit is extended will continue to be bound and obligated for any credit advanced to said entity until notice to the contrary is given in writing to Seller. Seller has authority to verify any information provided or secure information necessary to determine credit worthiness.

Seller is authorized to obtain Consumer Reports or other credit history information on Applicant or its principals for the sole purpose of evaluating credit worthiness for a commercial credit account with Seller.

The undersigned agree that a copy of this Credit Application will have the same force and effect as an original, and that there is no need to retain the original of this document.

This CONFIDENTIAL CREDIT APPLICATION contains all terms negotiated between the parties and may be modified only upon written agreement between Seller and Applicant.

This Application WILL NOT be considered unless completed and signed by an owner, or principal.

In consideration of the extension of credit privileges, I/We hereby grant to 37 Building Products, 37 Concrete dba American Concrete, 37 Mining, and/or 37 Trucking a continuing guaranty of payment of this account and agree to personally guarantee payment of all indebtedness, including interest, collection costs, and expenses as stated above.

Individually: _____
Signature

Print Name: _____

I/WE HAVE READ THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM IN ALL RESPECTS.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____