

# **Ace Contractors Supply**

5005 E. Ben White Blvd

P.O. Box 19385

Austin, TX 78760

Phone 512-385-6166      Fax 512-385-4445

## **Credit Application and Agreement**

We appreciate the opportunity of serving you and trust our products and service will be to your satisfaction. Because you wish to purchase from us on open account, we request you fill out this form and execute it as an agreement between Ace Contractors Supply and you. We are happy to enter into an agreement for an open account, on approved credit, and solicit your cooperation in promptly making all payments as they come due. Please return to julie@acsatustin.com

Company Name: \_\_\_\_\_

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

P.O. Box \_\_\_\_\_

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

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Alternate Phone # or Cell # \_\_\_\_\_ Email \_\_\_\_\_

Type of Organization     Corporation     Partnership     Individual (Check One)

**Officers and/or Owners:**

Name	Title	Home Address	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Person to contact for payment: \_\_\_\_\_ Phone \_\_\_\_\_

**Bank Information**

Name and address of Bank \_\_\_\_\_

Contact Person at Bank \_\_\_\_\_

Phone Number and Account Number at Bank \_\_\_\_\_

**Credit References** List the names and addresses of companies with which you have credit. Please use companies in the construction industry.

Name	Address	City	State / Zip	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Branch or Home Office \_\_\_\_\_

Date Operations Began \_\_\_\_\_ Type of Work \_\_\_\_\_

Territory \_\_\_\_\_ Contractors License # \_\_\_\_\_

Have you or any of your owners, partners, officers, or directors ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, When? \_\_\_\_\_

Do you have a Small Business Administration Loan? Yes \_\_\_\_\_ No \_\_\_\_\_

Are your assets pledged as collateral for any loan? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, to Whom? \_\_\_\_\_

Estimate your monthly credit needed \$ \_\_\_\_\_

As consideration for receiving open account privileges with Ace Contractors Supply, purchaser hereby agrees to remit payment for all balances due to Ace Contractors Supply, P.O. Box 19385, Austin, Texas 78741 by the 10<sup>th</sup> day of the month following purchase.

This contract is performable in Austin, Travis County, Texas. All balances past due are subject to a service charge of 1.5 % per month (18% annually). Should any action be taken to collect balances past due, Ace Contractors Supply shall be entitled to recover reasonable collection expenses incurred in collecting said amount. Should legal proceedings be brought to collect any amount past due, Ace Contractors Supply shall be entitled to recover its court costs, reasonable attorney's fees and other costs of litigation.

Purchaser affirms that the information provided above is true and correct and further affirms that it is financially able to meet the commitments it has made and will pay invoices in accordance with their terms (net 10<sup>th</sup>) as specified.

(If Partnership, all Partners must sign)

By \_\_\_\_\_ By \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## **Ace Contractors Supply Guaranty**

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Whereas, \_\_\_\_\_, hereinafter called Debtor, may from time to time become indebted to Ace Contractors Supply, hereinafter called Creditor:

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned, whether one or more, hereinafter called Guarantor jointly and severally, hereby guarantees to Creditor, whether now existing or hereafter arising, regardless of whether evidenced by notes or open account and without limit as to amount.

In the event of default by Debtor in payment of any indebtedness to Creditor, when such indebtedness becomes due, either by its terms or as a result of exercise of any power to accelerate, Guarantors, jointly and severally shall on demand and without notice having been given to Guarantors previous to such demand, pay the amount due thereon to Creditor in Austin, Travis County, Texas. It shall not be necessary for Creditor, in order to enforce such payment by Guarantor to first institute suit or exhaust its remedies against Debtor or to enforce its rights against any collateral which may have been given as security for such indebtedness.

Guarantor's hereby consent to any changes to any contract between Creditor and Debtor.

If all or any part of Guaranteed Indebtedness be at any time secured, Guarantors agree that Creditor may at any time and from time to time, at its discretion, and with or without consideration, allow substitution or withdrawal of collateral or other security and release collateral or other security without impairing or diminishing the obligation of Guarantors hereunder.

Guarantors hereby expressly waive all notices, including notice of acceptance of this Guaranty, notice of acceleration, notice of intent to accelerate, notice of default, notice of foreclosure or repossession of collateral securing any Guaranteed Indebtedness, notice of any change or alteration of any contract with Debtor and any other notice required to be given Debtor.

Each Guarantor agrees that Creditor, at its discretion may: (1) bring suit against or file a lien against Guarantors Jointly and severally, or against any one or more of them; (2) settle with any one or more of Guarantors for such consideration as Creditor may deem proper and; (3) release one or more of Guarantors from liability hereunder, and that no such action shall impair the rights of Creditor to collect the Guaranteed Indebtedness, or any part thereof, from other Guarantors or any of them not so sued, settled or released. Guarantors agree among themselves, however, that nothing contained in the Guaranty, and no action by Creditor, shall in any way affect or impair the rights or obligations of Guarantors among themselves.

In the event of the death of a Guarantor, the obligation of the estate of the deceased Guarantor shall continue in full force and effect as to Guaranteed Indebtedness as it exists at the date of death, and any renewal or extension thereof. As to all surviving Guarantors, the Guaranty shall continue in full force and effect after the death of a Guarantor, not only as to Guaranteed Indebtedness existing at such time, but also as to indebtedness of Debtor, thereafter incurred by Debtor to Creditor.

This Guaranty is for the benefit of Creditor, its successors and assigns, and in the event of an assignment by Creditor, its successors and assigns, of Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned may be transferred with such indebtedness.

Guarantors may give written notice to Creditor that Guarantor will not be liable hereunder for any indebtedness incurred after the giving of notice, which shall not be deemed to have been given until actually received by Creditor, and in such event Guarantor shall remain liable as to Guaranteed Indebtedness as it exists at the time of giving such notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature(s) of Guarantor(s) (DO NOT GIVE TITLE)

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Guarantor

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Guarantor

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Guarantor

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Guarantor

## TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit) <small>(Mexican retailers must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)</small>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

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Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

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The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

<b>sign here</b>  Purchaser	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.