

**COMMERCIAL DOOR & HARDWARE, INC.**

1117 North 8<sup>th</sup> Street, PO Box 1477  
Paducah, Kentucky 42002  
(270) 441-7171, Fax (270) 441-7174

**BUSINESS CREDIT APPLICATION**

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

**PRINCIPALS/OFFICERS:**

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

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

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

Phone: \_\_\_\_\_

Business Form:    \_\_\_ Sole Proprietorship    \_\_\_ Partnership    \_\_\_ Corporation\*    \_\_\_ Other

\*If Corporation, list state of incorporation: \_\_\_\_\_ Date: \_\_\_\_\_

Business Function:    \_\_\_ Contractor    \_\_\_ Dealer    \_\_\_ Other\*

\* If Other, please explain: \_\_\_\_\_

Type of Contractor:    \_\_\_ Prime    \_\_\_ Subcontractor\*

\* If Subcontractor, give name and address of prime contract: \_\_\_\_\_

Are jobs bonded:    \_\_\_ Yes\*    \_\_\_ No    \* If Yes, name of company: \_\_\_\_\_

**BANK ACCOUNTS:**

Construction Loans: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Account: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**TRADE REFERENCES:**

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**WE AUTHORIZE THE ABOVE CITED REFERENCES TO SUPPLY PERTINENT INFORMATION AS MAY BE REQUIRED TO DETERMINE OUR CREDIT CAPABILITIES.**

1. This application is made for the purpose of inducing the Seller to extend credit to the Applicant on a regular basis for the purchase of building materials, whether orally or in writing, and the Applicant agrees to pay all invoices or statements of account promptly when due.
2. Unless written notice to the contrary is received, the Seller will accept orders from any company representative of the Applicant. No change in ownership, agency, business organization or personnel will affect the Applicant's liability on this account until written notice of such a change is received by the Seller.
3. The Applicant agrees to the Seller's credit terms as follows:

**All invoices are due no later than 30 days from date of invoice. Payment will be made from our invoices only. We do not accept special billing. Back charges are not authorized without prior written approval from our credit department. Customer is responsible for all applicable taxes. We do not collect or pay out of state sales tax, and it is not included in our quotes. Our invoices are due when billed and are not subject to payment if/when you receive payment from your customer.**

4. Accounts not paid within terms will be subject to a service charge of 2% per month. If this account should have to be placed in the hands of an attorney for collection, the Applicant agrees to pay the reasonable costs of collection, including attorney's fees.
5. All claims for errors or unsatisfactory stock must be reported upon delivery and confirmed in writing within ten (10) days, or any claim for an adjustment will be waived.
6. Any dispute arising under this agreement will be governed by the laws of the state of the seller (Kentucky) and will be resolved in the courts of the Seller's state and county (McCracken).
7. The Applicant represents this application to be for commercial (non-consumer) purposes only.
8. This application has not been induced by any representations not contained herein. If accepted, this will constitute the entire agreement between the Seller and the Applicant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Officer/Agent, and Title

# PERSONAL GUARANTEE

TO: Commercial Door and Hardware, Inc., 1117 North 8<sup>th</sup> Street, Paducah, KY 42001.

TO INDUCE YOU TO DO BUSINESS WITH, and in consideration of the sale and delivery of goods and services by you to \_\_\_\_\_

(Name of Company)

of \_\_\_\_\_, herein after referred to as the "PURCHASER",

(Address)

the undersigned, as "GUARANTOR", hereby unconditionally, jointly and severally, guarantees the full and prompt payment and at all times thereafter, of any and all indebtedness, obligations and liabilities of every kind and nature, arising out of the purchase of all such goods and services furnished or to be furnished, whether evidenced by open account, acceptance note or otherwise.

The GUARANTOR hereby expressly waives notice of acceptance hereof, amount of sales, dates of shipment or delivery, and waives notice of any default on the part of the PURCHASER, or of any extension of time to pay obligations which you may grant, and the GUARANTOR does hereby consent to any and all extensions which may be granted to the PURCHASER from time to time.

IT IS UNDERSTOOD that there shall be no obligation on your part at any time to resort for payment to the said PURCHASER or resort to any collateral security, property, liens or any other rights or remedies whatsoever, and you shall have the right to proceed against the undersigned immediately upon any default by the PURCHASER.

GUARANTOR'S liabilities under the personal guarantee shall not exceed the sum of \$ \_\_\_\_\_ Dollars. GUARANTOR further agrees that this shall be an absolute and unconditional personal Guaranty and shall be continuing and shall remain in force and effect until written notice by registered mail of its discontinuance shall be actually received by you, and also until any and all such indebtedness, obligations and liabilities, existing before receipt of such notice shall be fully paid, and that GUARANTOR'S liability hereunder shall not be canceled, nor shall GUARANTOR be released hereunder in consequence of any covenants, agreements or acts by you in dealing with the PURCHASER. The death of the GUARANTOR or either of them shall not terminate this personal guarantee, and every part hereof shall be binding on the GUARANTOR, its heirs, executors, administrators and assigns.

WITNESS the hand and seal of the GUARANTOR this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at \_\_\_\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_  
(witness's signature)

\_\_\_\_\_  
(Notary's signature, Comm Exp Date)

(Notary Seal)

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