Spenard Builders Supply
PRO Build

COMMERCIAL CREDIT APPLICATION

(NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES)

Phone: (907) 261-9160 Fax: (907) 261-9141 Toll Free: (800) 478-3141

APPLICANT INFORMATION

LEGAL BUSINESS NAME:		CONTRACTOR LICENSE NO:	EIN:
PHYSICAL STREET ADDRESS:		MAILING ADDRESS:	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
E-MAIL:	OFFICE TELEPHONE:	MOBILE NO:	FAX NO:
DATE FORMED:	STATE OF ORGANIZATION:	BUSINESS TYPE: ☐ Corp ☐ LLC ☐ Partnership ☐ Individual ☐ Other:	

DESCRIPTION OF BUSINESS (check the one that best describes your business):
☐ New Construction - Residential ☐ New Construction - Commercial ☐ Repair/Remodel
☐ Developer ☐ Government ☐ Other: *(describe)*

NUMBER OF EMPLOYEES:	TAXABLE: ☐ Yes ☐ No – attach cert.	PO'S REQUIRED: ☐ Yes ☐ No	EST. MONTHLY PURCHASES (All accounts will have credit limits) $

HAS APPLICANT OR ANY OFFICERS, PARTNERS, OWNERS OR MEMBERS EVER FILED BANKRUPTCY? WHO AND WHEN?

OUTSTANDING LIENS OR JUDGMENTS? ☐ Yes ☐ No

LIST THE NAMES OF ANY AFFILIATED, SUBSIDIARY OR PARENT COMPANIES OF APPLICANT. LIST THE NAME OF ANY OTHER BUSINESS OPERATED BY ANY OFFICER, PARTNER OR OWNER, WHETHER PAST OR PRESENT.

HAVE YOU EVER DONE BUSINESS WITH OR RECEIVED CREDIT FROM PRO-BUILD OR A PRO-BUILD SUBSIDIARY BEFORE?
If yes, under what Name: Location:

ACCTS PAYABLE CONTACT:
Name: Phone No:

OFFICE USE ONLY:

RECEIVED AT DC: _____

ACCOUNT NO: _____

Circle one below:
NA UO NC CO

SALES REP NO: _____

P.C. _____ P.P._____

DISC _____

OTHER _____

NAMES OF OWNERS, PARTNERS, OFFICERS & MEMBERS

NAME & TITLE:	SSN:	NAME & TITLE:	SSN:
HOME ADDRESS:		HOME ADDRESS:	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
HOME TELEPHONE:	MOBILE NO:	HOME TELEPHONE:	MOBILE NO:
NAME & TITLE:	SSN:	NAME & TITLE:	SSN:
HOME ADDRESS:		HOME ADDRESS:	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
HOME TELEPHONE:	MOBILE NO:	HOME TELEPHONE:	MOBILE NO:

PRIMARY BANK REFERENCES

BANK NAME:		OFFICE TELEPHONE NO:	LOAN OFFICER:
CHECKING ACCT NO:	CONSTRUCTION LOAN NO:	BUSINESS LOAN NO:	SAVINGS ACCT NO:
BANK NAME:		OFFICE TELEPHONE NO:	LOAN OFFICER:
CHECKING ACCT NO:	CONSTRUCTION LOAN NO:	BUSINESS LOAN NO:	SAVINGS ACCT NO:

PRINCIPAL TRADE REFERENCES

(Include current or previous lumber / building materials suppliers)

COMPANY NAME:	CITY:	OFC. TELEPHONE NO:	FAX NO:
COMPANY NAME:	CITY:	OFC. TELEPHONE NO:	FAX NO:

LEGAL BUSINESS NAME OF APPLICANT: _____

ATTACH COPY OF THE MOST RECENT FINANCIAL STATEMENTS
IF BUSINESS IS A CORPORATION, LIMITED PARTNERSHIP OR LIMITED LIABILITY CORPORATION,
THEN PERSONAL GUARANTY MUST BE SIGNED

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications 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, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

Other Authorized Buyers

Please Print

1.	Phone:
2.	Phone:
3.	Phone:
4.	Phone:
5.	Phone:
6.	Phone:
7.	Phone:
8.	Phone:
9.	Phone:
10.	Phone:
11.	Phone:
12.	Phone:
13	Phone:
14.	Phone:
15.	Phone:

LEGAL BUSINESS NAME OF APPLICANT: _____

CREDIT AGREEMENT

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter "Applicant") by **Pro-Build Holdings, Inc., any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns** (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following the current billing cycle or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees.

Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct and complete.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Applicant waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

APPLICANT

By: _____ _____ By: _____ _____
Authorized Signature & Title Date Authorized Signature & Title Date

EACH OWNER, PARTNER, OFFICER & MEMBER SIGNING BELOW AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING SUCH PERSON'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CREDIT REPORTING AGENCIES.

OWNERS, PARTNERS, OFFICERS & MEMBERS

By: _____ _____ By: _____ _____
Date Date

By: _____ _____ By: _____ _____
Date Date

PERSONAL GUARANTY

For value received and to induce **[Pro-Build Holdings, Inc., its subsidiaries, branches or divisions now existing or hereafter created and their successors, and assigns]** (hereinafter collectively referred to as the "Seller") to extend credit to Applicant the undersigned guarantor ("Guarantor"), jointly and severally, if more than one, hereby warrants and unconditionally guarantees to Seller the full and prompt payment when due of all indebtedness, obligations and liabilities of Applicant (as named in the within application for credit) to Seller, including without limitation, all invoiced amounts, all default interest on any delinquent invoices and all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees, whether now existing or hereafter created or arising, and all indebtedness resulting from increased credit lines or Applicant exceeding the credit limit (the "Indebtedness"). It is understood that credit lines are established at the sole discretion of Seller and can be increased or decreased without written notice. Guarantor further agrees to pay all expenses, including court costs and reasonable attorney's fees, paid or incurred by Seller in endeavoring to collect the Indebtedness or any part thereof or in enforcing the Guaranty.

This Guaranty will take effect when received by Seller without the necessity of any acceptance by Seller, or any notice to Guarantor or to Applicant, and will continue in full force until all Indebtedness incurred or contracted before receipt by Seller of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Seller, by certified mail, at the address of Seller listed above or such other place as Seller may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Seller of Guarantor's written revocation.

Guarantor authorizes Seller, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to sell merchandise to Applicant and to extend credit to Company; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness; (c) to take and hold collateral for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such collateral, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Applicant's sureties, endorsers, or other guarantors on any terms or in any manner Seller may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such collateral and direct the order or manner of sale thereof; (g) to sell, transfer or assign the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

Guarantor waives all notices, demands and defenses of any kind, including all suretyship defenses, and hereby consents to any agreements or arrangements whatever with Applicant including without limitation agreements and arrangements for payments, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and shall in no way impair Guarantor's liability hereunder. Without limitation, and except as prohibited by applicable law, Guarantor waives any right to require Seller (a) to continue to extend credit to Applicant; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Applicant, Seller, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional sales or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Applicant or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Seller from Applicant, any other guarantor, or any other person; (e) to pursue any other remedy within Seller's power; or (f) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law; (b) any election of remedies by Seller which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Applicant for reimbursement; (c) any disability or other defense of Applicant, of any other guarantor, or of any other person, or by reason of the cessation of Applicant's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Seller against Guarantor is commenced there is outstanding Indebtedness of Applicant to Seller which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Applicant, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Seller is forced to remit the amount of that payment to Applicant's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Applicant, the Guarantor, or both.

This Guaranty shall be construed under the laws of the State of Alaska and any lawsuits resulting from this extension of credit may be commenced in Anchorage, Alaska. Guarantor waives any and all objections to such location, including objections based on jurisdiction or venue.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed. This agreement shall be binding upon Guarantor, and his or her successors, assigns, heirs, executors and legal representatives.

GUARANTOR HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING GUARANTOR'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CREDIT REPORTING AGENCIES.

BY SIGNING THIS GUARANTEE, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO THE TERMS OF SALES AS SET OUT IN THE CREDIT APPLICATION.

Guarantor Signature _____ Date_____ Print Name_____
(Signed in my individual capacity)

Guarantor Signature _____ Date_____ Print Name_____
(Signed in my individual capacity)