



## DESERT LUMBER – US LBM LLC

4950 North Berg St. North Las Vegas, Nevada 89081 \* Phone 702-642-7800 Fax 702-642-7271

### CREDIT APPLICATION

Desert Lumber    Desert Fasteners    Desert Truss    Integrity Truss

Firm Name \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

AP Contact \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Invoice Method:  US mail    Email \_\_\_\_\_    Sales Tax Exempt (**certificate required**)

In business since \_\_\_\_\_ Prior business \_\_\_\_\_

In present location since \_\_\_\_\_ Is this location:  owned    leased, from whom? \_\_\_\_\_

Our monthly credit requirements are estimated to be about \_\_\_\_\_ Federal ID No. \_\_\_\_\_ # of employees \_\_\_\_\_

Will you make available current periodic statements necessary for credit purposes?  Yes    No   if yes, attach most current financial statement.

Has business or any principal ever had a bankruptcy?    Yes    No   Purchase Orders required?    Yes    No

Please list authorized purchasers: \_\_\_\_\_

**Operating as:**    Corporation    General Partnership    LLC    Sole Proprietor    Other \_\_\_\_\_

Type of Business \_\_\_\_\_ Contractor's License No. \_\_\_\_\_ Name on license \_\_\_\_\_

Bonding Co. \_\_\_\_\_ Exp. Date \_\_\_\_\_ \$ Amount \_\_\_\_\_

### Owner Information

Owner or Officer \_\_\_\_\_ Title \_\_\_\_\_ Home Ph. No. \_\_\_\_\_ Birthdate \_\_\_\_\_

Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ Drivers License No. \_\_\_\_\_ Email \_\_\_\_\_ % of Ownership \_\_\_\_\_

Owner or Officer \_\_\_\_\_ Title \_\_\_\_\_ Home Ph. No. \_\_\_\_\_ Birthdate \_\_\_\_\_

Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ Drivers License No. \_\_\_\_\_ Email \_\_\_\_\_ % of Ownership \_\_\_\_\_

### References

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Phone No. \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Savings Account No. \_\_\_\_\_

**Please list your current major suppliers. Give only names of those you buy from on open account.**

Name	Address	City	State	Area Code & Phone No.	Fax No.
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____

The undersigned certifies that the above information is true and correct and agrees to pay for all goods purchased in compliance with the terms of the seller. Unless otherwise agreed to in writing, said terms are that all goods are to be paid in full by the 10th of each month for all goods delivered during the previous month. Should default be made in payment when due, the balance plus 1.5% per month (18% APR) on all unpaid sums together with actual attorney's fees and all costs as the Seller may reasonably incur in the enforcement of the obligation. Further, Seller and Buyer agree that this contract is entered into at N. Las Vegas, Nevada and that all monies due and payable to Desert Lumber – US LBM LLC, as performance of buyer's obligation pursuant to this agreement are due and payable at Desert Lumber – US LBM LLC, N. Las Vegas, Nevada.

This credit application and agreement is entered in and shall be governed by and construed in accordance with the laws of the State of Nevada. The state and federal courts located in the state of Nevada, County of Clark, shall have exclusive jurisdiction to hear and determine any claims or disputes between Desert Lumber – US LBM LLC and customer pertaining to this credit application and agreement. Customer waives any right it may have to assert the doctrine of forum non-conveniens (i.e. inconvenient forum) or otherwise object to such venue. Customer expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in such courts. The undersigned releases Desert Lumber – US LBM LLC from all liabilities resulting from any information released or obtained.

Issuance of a purchase order by applicant shall be deemed an acceptance of Desert Lumber – US LBM LLC terms and conditions. Applicant acknowledges and agrees that placement of a purchase order creates no burden on the part of Desert Lumber – US LBM LLC to verify its accuracy or validity of goods, services which are provided to applicant pursuant to a purchase order shall be the full responsibility and obligation of applicant.

To secure payment and performance of all obligations, applicant hereby grants Desert Lumber – US LBM LLC continuing security interest in all (including by not limited to) assets, inventory, chattel paper, materials, contract rights, proceeds, and any other good or services distributed by Desert Lumber – US LBM LLC for the benefit of the Applicant.

The undersigned hereby expressly consents to allow Desert Lumber – US LBM LLC to obtain consumer report(s), as defined in the Fair Credit Reporting Act, on the undersigned as deemed necessary by Desert Lumber – US LBM LLC, and hereby expressly instructs any consumer reporting agency to provide Desert Lumber – US LBM LLC with a consumer report or reports on the undersigned. The undersigned hereby acknowledges that Desert Lumber – US LBM LLC has a legitimate business need for the consumer report(s) as provided for in the Fair Credit Reporting Act 15 U.S.C. section 1681. Desert Lumber – US LBM LLC intends to use this information to, among other things, evaluate the credit worthiness of the undersigned, whether as a principal in the transaction or as a guarantor, and to evaluate the collectability of any debt owed to Desert Lumber – US LBM LLC by the undersigned in any capacity.

\_\_\_\_\_  
**Signature of Owner or Officer**

\_\_\_\_\_  
**Full name of Company**

\_\_\_\_\_  
**Print Name & Title**

\_\_\_\_\_  
**Date**

**CONTINUING PERSONAL GUARANTEE**

(IF A CORPORATION IS APPLYING FOR CREDIT, A CORPORATE OFFICER (S) MUST SIGN THIS GUARANTEE.)

For and in consideration of selling any goods or material to the above applicant on the account or otherwise, by Desert Lumber – US LBM LLC, I hereby absolutely and unconditionally guarantee the credit, account, debt or obligation of the above named corporation. This is a continuing guarantee and shall continue so long as credit is extended or the account, debt or obligation is open. I expressly waive notice of default, diligence, and resort to security, any obligation to proceeds first against debtor or any other guarantor, and joiner of debtor or other debtor or other guarantors. I further agree to pay all attorneys' fees, and costs and other expenses incurred in enforcement of the underlying obligation and this guarantee and agree that in the event of litigation, suit may be brought in any Clark County court at your option.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINT NAME