



<u>Billing Office</u>	<u>Plant Location</u>
P.O. Box 440459	209 East Sycamore
St. Louis, MO 63144	Old Monroe, MO 63369
314-373-1009	314-267-3747

CREDIT APPLICATION

LEGAL COMPANY NAME: _____ DBA: _____

BILLING ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PHYSICAL ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PHONE: (____) _____ FAX #: (____) _____ A/P CONTACT: _____

PREFERENCE TO RECEIVE INVOICES: POSTAL MAIL EMAIL

E-MAIL ADDRESS: _____

FEDERAL TAX ID# _____ STATE CHARTER # _____

YEARS IN BUSINESS: _____ HAVE YOU EVER FILED BANKRUPTCY? Yes No If yes, year filed: _____

ANNUAL SALES: \$ _____ DESCRIPTION/SIZE OF INITIAL ORDER: _____

TYPE OF BUSINESS: Corporation Partnership Proprietorship Other _____

OFFICERS, PARTNERS, AND/OR PRINCIPALS: (MUST BE COMPLETED BY ALL FOR CONSIDERATION FOR CREDIT)

NAME	TITLE	SOCIAL SECURITY NUMBER	CELL PHONE #
HOME ADDRESS	CITY	STATE	ZIP CODE HOME NUMBER
NAME	TITLE	SOCIAL SECURITY NUMBER	CELL PHONE #
HOME ADDRESS	CITY	STATE	ZIP CODE HOME NUMBER

BUSINESS TRADE ACCOUNT REFERENCES (MUST BE TERM ACCOUNTS):

BUSINESS NAME	PHONE NUMBER	FAX NUMBER
BUSINESS ADDRESS	CITY	STATE ZIP CODE
BUSINESS NAME	PHONE NUMBER	FAX NUMBER
BUSINESS ADDRESS	CITY	STATE ZIP CODE
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Bank Reference: _____ Phone: _____ Fax: _____

Address: _____ Contact Person: _____

Persons authorized to sign: _____

Bank Reference: _____ Phone: _____ Fax: _____

Address: _____ Contact Person: _____

Persons authorized to sign: _____



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CREDIT AGREEMENT

By signature below, _____ (“Applicant”) requests that BMC Sand, LLC (“Seller”) extend credit to Applicant. If credit is extended, Applicant agrees that it will pay its account pursuant to the terms and conditions set forth below, along with the terms and conditions on Seller’s invoice and delivery ticket which are incorporated by reference (together referred to as “TERMS”). In the event Applicant fails to pay its account pursuant to the TERMS, it will also pay to Seller all of Seller’s expenses of collection, including court costs and reasonable attorney’s fees in the event any portion of the account is placed with an attorney for collection. Applicant also agrees that interest shall accrue on the unpaid account balance at the rate of 1.5% per month, and that accrued interest will be added each month to Applicant’s account balance for purposes of any future calculations of additional interest that may accrue. Applicant agrees that the sole and exclusive venue for any action arising out or relating to this Agreement or the relationship between Applicant and Seller shall be the Circuit Court for St. Louis County, Missouri, and Applicant irrevocably consents to personal jurisdiction and venue in said Court. **Applicant waives any right to a jury trial in the event of any litigation relating to arising out of this Agreement, or the breach thereof.**

Applicant agrees that the TERMS represent the only terms under which Seller will extend credit to Applicant. No other terms or conditions, including those on Applicant’s Purchase Order, may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms or conditions are hereby rejected.

Applicant certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Applicant’s attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant authorizes Seller to request credit reports from credit bureaus (including consumer reporting agencies) regarding its commercial or personal credit and otherwise to investigate its respective creditworthiness before extending credit now or at any time in the future. Applicant agrees that all Terms and Conditions of Sale as may be printed on Seller’s invoices, and as may be amended by written notice to Applicant from time to time, shall apply to all sales and extensions of credit made to Applicant by Seller.

Signature of Authorized Officer: _____

Printed Name: _____

Title: _____

Date: _____, 2020



PERSONAL GUARANTY

For value received, and in consideration for and as an inducement to _____ (“Seller”) to open an account in the name of _____

_____ (“Applicant”) and to allow Applicant purchase goods on an account or credit basis, the undersigned Guarantor hereby **personally and individually** guarantees the full and timely payment of all future debts and obligations owed by the Applicant to Seller, whether pursuant to contract, oral agreement, account, or otherwise. This Guaranty is absolute, unconditional, and irrevocable, and shall apply to all extensions, modifications, amendments, and renewals of any debts and obligations of Applicant, and shall be binding upon Guarantor’s heirs, administrators, executors and assigns.

Guarantor waives presentment, demand, protest, notice of dishonor, protest, and nonpayment, including any right to receive any notice of default by the Applicant or any right to consent to any purchases of goods by Applicant on account, or any contracts or other agreements entered into by the Applicant with Seller. This Guaranty is a guarantee of payment, and not merely of collection. Seller shall not be obligated, as a condition to the exercise of its rights under this Guaranty, to first exhaust its remedies against Applicant; Seller may immediately proceed against Guarantor and need not take any action against Applicant.

Interest shall accrue on all past due debts and obligations at the rate of 1.5% per month until paid in full. In the event of any action filed to enforce the terms of this Guaranty, or to collect damages for breach of this Guaranty, Seller shall be awarded all attorney’s fees and expenses, including attorney’s fees and expenses on appeal and in all collection actions and activities. **Guarantor waives any right to a jury trial in the event of any litigation relating to arising out of this Guaranty, or the breach thereof.** Seller may assign or otherwise transfer its rights under this Guaranty; but Guarantor may not assign or otherwise transfer his or her obligations hereunder.

Applicant irrevocably consents to personal jurisdiction in the Circuit Court for St. Louis County, Missouri, and agrees that said Court shall be the sole and exclusive venue for any action arising out of or relating to this Guaranty. Applicant waives any right to remove such action to federal court, and waives any right to transfer said action for forum *non conveniens* or any other reason.

This Guaranty may not be terminated by any means whatsoever, other than written notice delivered to Seller via certified mail at its St. Louis, Missouri office. Any such termination will be of no effect or consequence as to any purchases made by Applicant prior to Seller’s receipt of the written notice, and Guarantor shall remain liable hereunder for all purchases made (and special orders placed) by Applicant prior to receipt of the written notice.

Date: _____

Signature

Printed Name

**PLEASE RETURN THIS APPLICATION BY:
FAX TO 314-373-1008 or E-MAIL TO credit@bmcsand.com**