



CONFIDENTIAL CREDIT APPLICATION

APPROVED _____ ACCT# _____

INDIVIDUAL ACCOUNT

Complete Parts 1, 4, 5, 7, 8 and 9 if you are applying for an individual account in your own name and are relying on your income or assets and not the income or assets of another person as the basis for repayment of the credit required.

JOINT ACCOUNT

Complete Parts 1, 2, 4, 5, 7, 8 and 9 if you are applying for a joint account and are relying on your income or assets AND the income or assets of the joint applicant as the basis for repayment of the credit required.

BUSINESS ACCOUNT

Complete Parts 3, 4, 5, 6, 7, 8 and 9.

ESTIMATED TOTAL MONTHLY PURCHASES: \$

PART 1 - COMPLETE FOR INDIVIDUAL OR JOINT ACCOUNT

Last Name:		First Name:		Initial:	Date of Birth:
Address:		City, State, Zip:		Email:	
Years at this address:	<input type="checkbox"/> Rent <input type="checkbox"/> Own	Monthly Payment:		Driver's License #:	
Previous address (if less than 3 years at present address):				City, State, Zip:	
Home Phone:	Business Phone:	Cell Phone:	Social Security No:		
Employer's Name: (if self-employed, also complete Part 3):					
Employer's Address:			City, State, Zip:		
Years Employed:	Position:	Annual Salary:			
Other sources of income (other income, alimony, child support or separate maintenance income need not be reported if you do not wish to have it considered as a basis for repaying this obligation):					\$

MARRIED WISCONSIN RESIDENTS ONLY

Married Wisconsin Residents: No provision of any marital property agreement, any unilateral statement under Wis. Stat § 766.59 or any court decree under § 766.70 applied to marital property adversely affects ACS's interest unless you furnish a copy of the agreement, statement, or court decree or ACS has actual knowledge of such adverse provision before credit is granted.

If you are making this credit application individually and not jointly with your spouse, please complete the following information about your non-applicant spouse. Your non-applicant spouse should not sign the credit application if you are applying for individual credit.

Last Name:		First Name:		Initial:	Date of Birth:
Address:		City, State, Zip:		Cell Phone:	Email:

PART 2 - COMPLETE FOR JOINT ACCOUNT

Last Name:		First Name:		Initial:	Date of Birth:
Address:		City, State, Zip:		Email:	
Years at this address:	<input type="checkbox"/> Rent <input type="checkbox"/> Own	Monthly Payment:		Driver's License #:	
Previous address (if less than 3 years at present address):				City, State, Zip:	
Home Phone:	Business Phone:	Cell Phone:	Social Security No:		
Employer's Name: (if self-employed, also complete Part 3):					
Employer's Address:			City, State, Zip:		
Years Employed:	Position:	Annual Salary:			

PART 3 - COMPLETE FOR BUSINESS ACCOUNT

Legal Business Name: _____ DBA: _____

Physical Address: _____ City, State, Zip: _____ Email: _____

Mailing Address (if different than above): _____ City, State, Zip: _____

Years in business: _____ Nature of business: _____

Business Phone: _____ Cell Phone: _____ Fax: _____

Check one: Proprietorship Partnership LLC LLP Corporation Tax ID or Social Security No.: _____

Your business premises: Rent Own If Rent, Landlord's Name & Address: _____

Principle Operating Lender's Name & Address: _____

List all Owners, Partners or Officers of Business:

NAME, TITLE	ADDRESS, CITY, STATE, ZIP	SOCIAL SECURITY NO.	SIGNATURE

ALL APPLICANTS MUST COMPLETE PARTS 4, 5, 7, 8 AND 9. BUSINESS ACCOUNTS MUST ALSO COMPLETE PART 6.

PART 4 - BANKING & CREDIT REFERENCES

Bank Name:	Contact:	Account #s and types:
Address:	City, State, Zip:	Phone:
Creditor's Name:	Contact:	Account No:
Address:	City, State, Zip:	Phone:
Creditor's Name:	Contact:	Account No:
Address:	City, State, Zip:	Phone:
Creditor's Name:	Contact:	Account No:
Address:	City, State, Zip:	Phone:

Are there any suits, unsatisfied judgments, liens or unpaid collection amounts pending against you or your company? Yes No

If yes, explain:

PART 5 - PURPOSE OF ACCOUNT

Check all that apply:

- New Residential Building New Commercial Building New Farm Building Repair / Remodel
- Miscellaneous Other (Describe): _____

Are there any authorized signers other than the applicant? Yes No P.O. # Required? Yes No

If Yes, List Names: _____

I hereby authorize the above individuals to charge on this account. I accept full responsibility for their purchases until revoked by my notification acknowledged by ACS on a Change of Authorized Purchasers form. ACS may refuse to allow charges by anyone not so authorized. However, release of materials to non-authorized individuals, where such materials are incorporated into a project, shall not constitute a defense to any collection action or action to enforce a lien. In the event of delivery of materials to the property by ACS, ACS need only obtain a signature of any person on site.

APPLICANT _____ DATE _____

If the applicant is a Corporation, Partnership, Limited Liability Company or other entity, and not an individual, then an authorized representative must sign, and ACS may require evidence of authority, and there must be a personal guarantee.

PART 6 - PERSONAL GUARANTY

The undersigned in consideration of, and as a condition to, the extension of credit to the aforementioned Applicant/s (hereinafter referred to as the customer) by ACS does hereby irrevocably, absolutely, and unconditionally guarantee all payments due and owing from the customer to ACS for merchandise, product or anything whatsoever, whether in the form of credit, cash, loans, notes, accounts payable, or advances, together with any renewals or extensions thereof, whether in full or in part. The undersigned specifically waives presentment, demand for payment, protest, notice of protest and nonpayment, and agrees that if any indebtedness due from the customer to ACS is not paid when due, that ACS shall have the right to proceed directly against the undersigned, jointly or severally, for any and all indebtedness due from the customer to ACS including attorney's fees, expenses and court costs as outlined below.

Guarantor also waives all notices, all defenses and claims the customer could assert, any right to require ACS to pursue any remedy or seek payment from the customer or any other person before seeking payment under this Personal Guaranty, any defense based on any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal, all rights and benefits purporting to reduce a guarantor's obligation in proportion to the principal obligation, and all defenses to the debt, except payment in full. The undersigned agrees to not exercise or enforce any right of subrogation, contribution or reimbursement against any person liable for the customer's debt, or any claim to any collateral for such debt, until ACS has received full payment of said debt. The undersigned acknowledges and agrees to remain obligated to pay on this Personal Guaranty even if the customer or any other person who is obligated to pay this debt has such obligation discharged in bankruptcy or otherwise discharged by law. If any payments on the debt are set aside, recovered or required to be returned in the event of insolvency, bankruptcy or reorganization of the customer, the undersigned understands that the obligations under this Personal Guaranty will continue as if such payments had never been made.

This Personal Guaranty shall apply to any and all indebtedness now due and owing ACS, and to all future transactions and indebtedness on any and all accounts between the customer and ACS. The undersigned agrees that ACS may at any time, or from time-to-time, in its sole discretion, extend or change the time payment or performance or the manner, place, or terms of payment or performance of any of the customer's obligations to ACS.

This Personal Guaranty is an absolute, unconditional, unlimited, continuing guarantee. Guarantor hereby authorizes ACS to obtain credit and financial information concerning Guarantor at any time from any source. In the event this Personal Guaranty is referred to an attorney for collection, the undersigned further agrees to pay a reasonable attorney's fee, all expenses and all court costs.

This Personal Guaranty may only be terminated in writing signed by the undersigned, sent by registered mail and received at ACS corporate office. Such termination shall not affect the undersigned's liability for any indebtedness incurred.

If any term, provision, covenant, or condition of this Personal Guaranty or any application thereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions and all applications not held invalid, void, or unenforceable will continue in full force and will in no way be affected.

_____	_____	_____	_____
Signature	Date	Signature	Date
_____	_____	_____	_____
Printed Name		Printed Name	

PART 7 - CHARGE ACCOUNT AGREEMENT

In consideration of the extension of credit by American Construction Source (ACS), the undersigned applicant agrees to pay ACS in accordance with the following terms and acknowledges that extension of credit will be made in reliance upon the truth and accuracy and only after ACS's approval of applicant's credit application:

1. All account balances are due and payable on or before the 10th day of the month following purchase. Accounts will be in default if not paid prior to the last day of the month. Accounts in default may be placed on hold and the total of all outstanding invoices are subject to a finance charge at the maximum rate permissible by law. Any hold on accounts may be removed once payment has been received, at the discretion of ACS. Applicant agrees to pay all costs of collection, including, but not limited to, attorney fees and court costs, regardless of whether suit is filed. ACS retains all rights to record mechanics liens when applicable.
2. ACS will not be responsible for any damage due to a delay in the supply of materials and any return of Special Order Items will not be credited.
3. Checks returned for non-sufficient funds will be subject to a return payment fee of the maximum amount permitted by state law.
4. I / we hereby authorize ACS or any agency employed by it, to conduct a credit investigation including, but not limited to, investigating any references herein listed or other data obtained from me / us or from any other person pertaining to my / our credit and financial responsibility.
5. Any business applicant must notify ACS immediately upon change of name, upon initiation of dissolution, filing of a petition for bankruptcy, and/or other material change to the entity's structure or legal status. In the event of any of these changes, credit may continue to be extended only upon approval of a new credit application.
6. Each of the persons executing this agreement on behalf of the applicant warrants and represents that he / she has the full authority to execute this agreement and to bind applicant to all of the terms and provisions hereof.

I / We warrant that the above Agreement has been carefully read and that it is understood by the same. Failure of ACS to exercise any right given hereunder or to insist upon strict compliance with regard to any term, conditions or covenant specified in the Agreement, shall not constitute a waiver of ACS's right to exercise such right or to demand strict compliance with any term, condition or covenant under the Agreement. I / We acknowledge and agree that ACS can unilaterally assign all of its rights hereunder to any third party and can terminate the terms of its offer to extend credit to Me / Us for future transactions at any time without notice. I / We may terminate My / Our participation in ACS's credit program at any time by providing notice to Credit Department.

SIGNATURE FOR INDIVIDUAL OR JOINT ACCOUNTS:

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant / Spouse Signature	Date
_____	_____	_____	_____
Printed Name		Printed Name	

SIGNATURE FOR BUSINESS ACCOUNTS:

_____	_____	_____
Name of Business Entity	By	Title
_____	_____	_____
Printed Name		Date

PART 8 - SALES TAX - MINNESOTA & WISCONSIN ONLY

Is your business exempt from MINNESOTA or WISCONSIN Sales Tax? Yes No

If yes, attach your completed Tax Exempt Certificate; a signed Tax Exempt Certificate must be on file before "Exempt Status" is granted.

PART 9 - JOB SHEET

Applicant must submit a project information sheet (job sheet) provided by ACS, for each project for which materials are being purchased on credit under account. Submit with this application, a job sheet for the initial project for which this account is being established.



The Federal Equal Opportunity Ad prohibits creditors from discriminating against credit applicant 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 from any public assistance programs; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue N.W., Washington, D.C. 20580.