

Dear Applicant,

Enclosed is an application for credit with GMS Northeast Division. Please complete the credit application, including original signatures and return it to the address listed below.

- All applications must be signed by the owner or by a principal officer of the company.
- Please list supplier (materials) references and account numbers. Please do not list contractors, subcontractors, cash accounts, COD, or credit card accounts such as Lowe's or Home Depot.
- If your company is sales tax exempt, please include a copy of the Tax Exemption Certificate or Resale Certificate.
- We ask that all personal guarantees on our credit application be signed by the owner(s) of the company. The address section on the personal guaranty must include the owner(s) home address and/or the Social Security number section must be completed, so that we can obtain a credit report.
- Acceptable forms of payment are check, ACH, & cash. Credit cards are not an acceptable form of payment for a Credit Account.

Upon receipt of the completed application, please allow our credit department 7 to 10 business days to process the application. **In the event your credit application is approved, we are giving you advanced notice that we DO NOT mail or email invoices. You will need to go into our portal to retrieve ALL invoices. However, you will receive a monthly statement by mail or email.**

Capitol Building Supply Inc.

Attn: Credit Department
5900 Fort Drive Ste. 210
Centreville, VA 20121



**COMMERCIAL CREDIT APPLICATION****Sales Representative**

THE FOLLOWING INFORMATION IS SUBMITTED FOR CONSIDERATION BY GYPSUM MANAGEMENT & SUPPLY, INC. AND ITS SUBSIDIARIES AS A BASIS FOR THE EXTENSION OF COMMERCIAL CREDIT TO US:

Legal Business Name		Trade Name(s) Used	
Billing Address			
Physical Address (if different)			
Phone Number		Fax Number	
Email Address			
Established On (Date)		Chartered In (State)	
Federal Tax I.D. Number		State Contractor's License Number	
Our tax returns have been filed with the taxing authorities through 20		We are exempt from sales tax: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE ATTACH A VALID TAX EXEMPTION CERTIFICATE Exempt Number:	
Has the corporation, any of the principal of the business or their spouses, ever filed bankruptcy?		YES NO	
If so, when		Under what court	
The nature of our business is: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other;		We are a: <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Property Owner	
Email Address of where to send invoices and statements		A/P Contact Information Name: Phone Number: Email Address:	
Our owners (if a sole proprietorship, partnership or LLC) or officers (if a corporation) are:			
Name:		Home Address, City, State, Zip:	
Title:		Cell Phone:	
Social Security Number:		Driver's License #:	
Name:		Home Address, City, State, Zip:	
Title:		Cell Phone:	
Social Security Number:		Driver's License #:	
You may check with the following suppliers for credit experience:			
Name:		Address, City, State, Zip:	
Phone:		Account #	
Email:		Account #	
Name:		Address, City, State, Zip:	
Phone:		Account #	
Email:		Account #	
Name:		Address, City, State, Zip:	
Phone:		Account #	
Email:		Account #	

**WE HEREBY AUTHORIZE YOU TO CONTACT THE ABOVE TRADE REFERENCES FOR CREDIT INFORMATION.
PLEASE ATTACH A CURRENT FINANCIAL STATEMENT.**

If any of the above information should change, it is our responsibility to provide you with immediate written notice of such changes.
(Initials)

SIGNATURE PAGE

NO OBLIGATION TO EXTEND CREDIT. The execution of this Commercial Credit Application, including the Continuing Guaranty below, does not obligate Gypsum Management and Supply, Inc. and each of its subsidiaries or affiliates (“Supplier”) to extend credit to the buyer (“Buyer”), and the decision as to whether to extend credit to Buyer remains in the sole discretion of Supplier.

The undersigned hereby authorize(s) Supplier to obtain and use a credit report on the undersigned in connection with the extension of business credit as contemplated by this application. The undersigned hereby authorizes Supplier to utilize a credit report on the undersigned from time to time in connection with the extension or continuation of the business credit contemplated by this application.

X _____ (print name), hereby certifies that all of the above statements are true and complete and are made in consideration of extension of credit by Supplier. Buyer has read and agrees to be bound by the Terms and Conditions for Sale, set forth at <https://www.gms.com/terms-conditions>, and as may be amended from time to time, which are incorporated herein by reference and which are available in writing upon request. In the event of any conflict between specific provisions of this credit application and the Terms and Conditions for Sale, this credit application governs.

DATE

COMPANY NAME

AUTHORIZED OFFICER - SIGNATURE

PRINTED NAME AND TITLE

CONTINUING GUARANTY IN RESPECT OF COMMERCIAL CREDIT APPLICATION

This Continuing Guaranty is made by the undersigned (each a “Guarantor” and, collectively, the “Guarantors”) for the benefit of Gypsum Management and Supply, Inc. and each of its subsidiaries or affiliates (“Supplier”) in connection with the attached Commercial Credit Application as the same may be amended from time to time, and shall automatically become effective upon the first extension of a loan or any other financial credit or accommodation to the Buyer named therein.

In consideration of the extension of credit by Supplier to Buyer, each Guarantor jointly and severally hereby unconditionally guarantees prompt payment of all sums Buyer may owe to Supplier from time to time, whether in the form of notes, bills or open account and whether due now or hereafter incurred, plus all costs, expenses and fees (including attorneys’ fees) incurred in connection with enforcement of Supplier’s rights under this guaranty. This is a guaranty of payment and not of collection. This Continuing Guaranty is unlimited in amount and shall apply to all indebtedness which Buyer may have (now or in the future) with Supplier.

Each Guarantor hereby waives any right to promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of Buyer’s obligations, along with all rights or defenses by reason of any forbearance, modification, waiver, renewal, impairment of collateral, set-off right or counterclaim of Buyer, or statute of limitations, and any right to be informed by Supplier of any fact or circumstance relating to Buyer that may increase Guarantors’ risk, including information about Buyer’s financial condition. Each Guarantor further waives and agrees not to exercise any right of subrogation, contribution, reimbursement or indemnity from Buyer until all obligations of Buyer to Supplier have been satisfied in full.

The obligations of Guarantor(s) are primary, absolute, independent, irrevocable and unconditional. Supplier may proceed directly against Guarantor(s) whenever Buyer fails to make payment when due without being required to proceed first against Buyer. Supplier may, without notice to any Guarantor, modify the indebtedness, accept or release collateral, or release Buyer without releasing any of the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, their liability hereunder shall be joint and several. One or more Guarantors may, at the sole discretion of Supplier, be released without notice to any other Guarantor, and such release shall not in any way affect or diminish the liability of any of the other Guarantor(s). This Continuing Guaranty will not be impacted by any change in Guarantor’s or Buyer’s legal structure or its insolvency or any similar proceeding. This Continuing Guaranty may be terminated only by written notice to Supplier at 100 Crescent Centre Parkway, Suite 800, Tucker, Georgia 30084 sent by certified mail, return receipt requested. Termination will not affect the obligations of any Guarantor with respect to indebtedness incurred prior to Supplier’s receipt of such notice.

This Guaranty is governed by the laws of the state of the headquarters of the specific subsidiary from which Buyer purchases Products. Guarantor(s) hereby waives its right to a trial by jury to the maximum extent allowable by law. If any provision herein is ruled to be unenforceable or invalid, the remainder will not be affected in any way.

EACH UNDERSIGNED GUARANTOR HEREBY AUTHORIZES SUPPLIER TO OBTAIN AND USE A CONSUMER REPORT ON SUCH GUARANTOR TO AID SUPPLIER IN EVALUATING BUYER’S CREDITWORTHINESS AS OF THE DATE HEREOF AND HEREAFTER FROM TIME TO TIME IN CONNECTION WITH THE CONTINUATION OF THE BUSINESS CREDIT CONTEMPLATED BY THIS APPLICATION.

Signed this ____ day of _____, 20 ____ .

GUARANTOR

PRINT NAME & TITLE

GUARANTOR

PRINT NAME & TITLE
