

W229 N2514 Duplainville Road  
Waukesha, WI 53186  
(262) 548-9599

**Credit Application/Agreement**

**This application must be completed in full to be processed. Please PRINT or TYPE.  
Fax to: 262-542-9292 OR mail to above address.**

Legal Business Name: \_\_\_\_\_

Doing Business As (DBA) Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Faxed Invoices are ok:  Yes  No

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Type of Business: (circle)  Corporation  Partnership  Sole Proprietor  LLC  Other \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ D&B (DUNS) No. \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Type of Business: (circle)  Residential  Commercial  
(circle)  Gen Contractor  Subcontractor  Supplier/Reseller (attach exemption certificate if tax exempt)

Year business established: \_\_\_\_\_ Date of Incorporation or Business Registration \_\_\_\_\_

Annual Revenue: \_\_\_\_\_ Anticipated Dollar Purchase per Month: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

Authorized Purchaser(s): \_\_\_\_\_

Officers (if Corporation) / Individuals (if Sole Proprietor or Partnership)

1. Name \_\_\_\_\_ Soc Sec No \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Name \_\_\_\_\_ Soc Sec No \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Name \_\_\_\_\_ Soc Sec No \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Officer: \_\_\_\_\_

Checking Acct No. \_\_\_\_\_ Savings Acct No. \_\_\_\_\_ Loan Number: \_\_\_\_\_

Trade References: (Please provide at least one material supplier)

1. Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Fax Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_ Account Number: \_\_\_\_\_

2. Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Fax Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_ Account Number: \_\_\_\_\_

3. Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ Fax Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_ Account Number: \_\_\_\_\_

By signing this Credit Application/Agreement ("Application"), the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Marriott Drywall Materials, Inc ("Marriott") that: 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Marriott will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of Waukesha, Wisconsin, and Buyer hereby submits to the jurisdiction of said courts. The laws of the State of Wisconsin will apply. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date at the rate of 1.5% per month; 18% per annum, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$25 for each check issued by Buyer to Marriott that is returned to Marriott unpaid or marked NSF.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by companies and financial institutions that the Buyer has specified on this document and others that Marriott becomes aware of during the credit review process and from time to time. The undersigned also understands that Marriott will retain this Application, whether or not it is approved, and that Marriott will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer.

Until credit approval can be obtained, new accounts will be shipped C.O.D. Cash or Certified Check. In order for Marriott to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer. Orders with outstanding and past due balances will be processed on C.O.D. basis only. The Company has the right, at any time, without notice, to change or alter the Buyer's terms in respect to the account.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this Application override all others.

Company Name (BUYER): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signatory Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

**PERSONAL GUARANTEE** The individual by signing this Application is executing this Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of any and all of Buyers' obligations under this Application with Marriott Drywall Materials, Inc, including complete and timely payment of any and all sums due to Marriott Drywall Materials, Inc. This personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor's Name (please print): \_\_\_\_\_