# **Consumer Credit Application**



PART 1 APPLICANT INFORMATION:							
LEGAL NAME:							("Customer")
Street Address:		City:		State:	Zip Code:		
Date of Birth:		SS#:					
Home Phone:	Cell #:						
Email:							
SPOUSE INFORMATION							
Name:			SS #:				
Street Address:	City:		State:	Zip Code:		_ Phone #:	
Cell #:							
PART 2 GENERAL MAILING AND ADDRESS INF <u>Please Complete the Mailing Address If It Is Differen</u>	·		Part 1):				
Mailing Address:		_ City:		State:	_ Zip Code:		
If At Address Less Than 3 Years, Please Indicate Yo	our Previous A	ddress					
Street Address:	City:		State:	Zip Code:		Yrs. At Address:	
PART 3 – EMPLOYER INFORMATION							
Please indicate if Retired Self Employed _							
If Retired or Self Employed, please indicate Gross m	nonthly income	\$					
Current Employer Name:							
Address:	City:		State:	Zip Code:		Work Tel:	
Current Position:		Gross Monthly Salary \$		\$	Yea		
PART 4 - PREVIOUS EMPLOYER (If At Current Em	nployer Less Ti	nan 2 Years)					
Previous Employer Name:							
Address:	City:		State:	Zip Code:		_Work Tel:	
Position:		Gross Mo	onthly Salary	\$	Ye	ears on Job	

# PART 5 CONSTRUCTION LENDER (if applicable)

CONSTRUCTION LENDER	CREDIT REFERENCES			
LOAN AMOUNT	REFERENCE	PHONE NUMBER		
NAME (FIRST, MIDDLE, LAST)	1.			



ADDRESS	2.						
CITY	3.						
STATE							
LOAN OFFICER							
APPRAISAL VALUE OF HOUSE	SQUARE FEET	SQUARE FEET					
IS LAND PAID FOR?	IF NO, HOW MUCH IS OV	IF NO, HOW MUCH IS OWED?					
PROPERTY IN NAME OF		PHONE NO.		ACCOUNT NO.			
PROPERTY DESCRIPTION (OR ATTACH COP	Y OF DEED)			LOAN AMT/LINE OF CREDIT			
LOT #	BLOCK #		SUBDIV	IBDIVISION #			
DIRECTIONS TO PROPERTY							
NAME OF CONTRACTOR	PHONE #	PHONE #					
IS CONTRACTOR AUTHORIZED TO CHARGE TO YOUR ACCOUNT?							
SALES REPRESENTATIVE							

## Consumer Credit Application Agreement

**US LBM Holdings, LLC** along with any other US LBM Holdings, LLC entity from which Customer makes a purchase, "Seller" or "we"), uses this Credit Application & Agreement ("Credit Application") for the extension of credit to Customer. Upon signing this Credit Application, Customer agrees that:

- 1. This is an application for the extension of consumer credit and Seller is entitled to rely on the information provided herein. Customer hereby certifies that the information contained herein is complete and accurate.
- 2. Seller or any investigative agency of Seller are hereby authorized to verify the information provided. Customer further grants Seller or any other investigative agency of Seller permission to contact consumer credit reporting agencies, and all bank, credit and trade references to verify Customer's credit standing and Customer authorizes them to release said information to Seller or investigative agency including release of Customer's financial records and information. Seller is not obligated to extend credit to Customer.
- 3. Seller may charge Customer's account the face amount of all sales for materials and services rendered, and Customer shall pay such amount(s) within 10 days after billing unless terms are otherwise stated and agreed to by Seller.
- 4. By signing this Credit Application, Customer agrees to pay a finance charge on any and all charges remaining unpaid after the due date and computed at a periodic rate of 1.5% per calendar month on the unpaid balance (annual percentage of finance charge of 18%) or up to the highest amount permitted by law.
- 5. Seller may cancel, modify and/or terminate Customer's account and privileges at any time with or without notice or cause.
- 6. Upon default in payment of any unpaid balance due, the entire indebtedness in Customer's account shall become immediately due and payable without notice at Seller's discretion.
- 7. A photocopy or PDF of any sales draft, sales slip or other documents evidencing purchase made or services rendered on Customer's account will be admissible evidence of Customer's liability in any legal action for payment.
- 8. A photocopy of this Credit Application, or any document, that contains digitally captured/transmitted signature will be enforceable as though they are original or handwritten documents.
- 9. Customer agrees to pay all reasonable costs incurred by Seller whether involving the collection of any past due accounts or otherwise, including, but not limited to, costs, interest, and reasonable attorney's fees and disbursements.
- 10. The establishment of a line of credit will not limit Customer's liability in any amount in excess of the line of credit and Seller may increase or decrease Customer's line of credit in Seller's sole discretion.
- 11. Customer agrees to promptly notify Seller in writing of any errors in Customer's account.
- 12. All sales and services made to Customer will be subject to and bound by Seller's Standard Terms and Conditions, which can be found at www.uslbm.com/termsandconditionsofsales, which may be updated from time to time and notified to Customer.
- 13. Regardless of any direction by Customer to the contrary, Seller shall have the right to apply any payment received from or on behalf of Customer to the payment, in full or in part, of any one or more of the open invoices then payable by Customer, in Seller's sole discretion.
- 14. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin,



#### **Consumer Credit Application**

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 derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this application is denied, the undersigned have the right to a written statement of the specific reasons for the denial.

Date:

Customer/Applicant

SIGNATURE of OWNER

Spouse

SIGNATURE OF SPOUSE

PRINTED NAME OF SPOUSE



Mechanic's Lien Notices

Minnesota Projects

### **MECHANIC'S LIEN NOTICE**

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Wisconsin Projects

### CONSTRUCTION LIEN NOTICE

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SELLER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SELLER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SELLER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Other State Specific Notices and Waivers

Connecticut Projects

THE UNDERSIGNED WAIVE THEIR RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES SECTION 52-278A THROUGH G ET AL PERTAINING TO PREJUDGMENT REMEDIES. BUYER(S) CERTIFY THAT THIS IS A COMMERCIAL TRANSACTION AND EXPRESSLY WAIVES ALL RIGHTS UNDER SECTIONS 52-278A THROUGH 52-278G OF THE CONNECTICUT GENERAL STATUTES OF PRIOR NOTICE AND HEARING WITH RESPECT TO ANY FUTURE GARNISHMENT, ATTACHMENT OR REPLEVIN BY THE SELLER AGAINST PROPERTY OWNED OR POSSESSED BY BUYER(S).

#### Kentucky

NOTWITHSTANDING THE FOREGOING GENERAL GUARANTY, THE AMOUNT PAYABLE UNDER THIS GUARANTY SHALL NOT EXCEED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000.00, PLUS INTEREST ATTORNEY'S FEES, AND THE COSTS AND EXPENSES OF ENFORCEMENT OF THIS GUARANTY SHALL TERMINATE ON 1-01-2050