

PO Box 1631, Blanco, TX 78606 830-392-6869

CREDIT INFORMATION CHECK LIST

 To expedite your Credit Application request, please provide the most current and complete information available with all phone numbers and email addresses.

 COMPLETED APPLICATION SIGNED

 PERSONAL GUARANTY SIGNED (Required if net worth is under $5 million or provide audited financials)

 AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION SIGNED & NOTARIZED

JOB INFORMATION SHEET (to be provided on each project)

 BANKING & TRADE REFERENCES PROVIDED

 IF TAX EXEMPT, PLEASE INCLUDE APPROPRIATE FORM

 TERMS AND CONDITIONS SIGNED

Please email your documents to: info@westhenlymaterials.com and mail the originals to: PO Box 1631, Blanco, TX 78606.

Thank you,

Liz Marchand

Site Manager

If you have any questions, please feel free to call us at 830-392-6869.



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**WEST HENLY MATERIALS’ COMPANY CREDIT POLICY**

The goal of West Henly Materials’ company credit policy is to give a competitive advantage to companies who can and do pay their suppliers in a timely manner.

In order to process your request for credit, please provide and understand the following:

1. Complete credit application.
2. Have a net worth of at least $5 million or $2 million and sign a personal guaranty.
3. If meeting the above with a net worth of $5 million, provide audited financials or an alternative method to independently verify net worth.
4. Have the financial resources and willingness to pay for material without waiting for your customer (owner / general contractor) to pay you.
5. Understand that West Henly Materials (WHM) will investigate your payment history by using a credit agency and your references.
6. Accounts that pay over 45 days after invoice or accounts that have chronic payment problems are not acceptable for credit terms by WHM.
7. WHM systematically protects its lien and payment bond rights. You will be asked to provide information regarding the destination and use of material. If material is not paid for within 45 days of shipment, letters of intent to lien will be sent.
8. WHM sets credit limits on credit accounts. Please tell us how much credit you will need. Setting credit limits will be based on our credit investigation, the type of material you will be buying and the type of jobs you will be building.

If you feel that you do not meet the criteria outlined above, a prepaid account is available to you. The prepaid account allows a $.30 per ton discount on all material purchased via your company check. Pre-payments made via credit card are discounted at a rate of $0.20 per ton.

WHM’s goal is to be the low cost, most efficient producer of materials. We do not use credit as a marketing tool. If you want the convenience and availability of our materials, we want to be your supplier. If you are looking for someone to help finance your business or jobs, you will be better matched with other suppliers.

**Credit applications will not be processed until complete information is provided by applicant, to include:**

Complete Application

Personal Guaranty or Audited Financials

Authorization for Release of Credit Information

Job Information Sheet (to be provided on each and every job)

Signed Terms and Conditions



PO Box 1631, Blanco, TX 78606 830-392-6869

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form of Business (Inc, LLC, Ltd, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing / Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

President or General Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Managers / Principals: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How long in business? \_\_\_\_\_\_\_\_\_\_\_ \_\_ Type / Nature of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

Credit Amount Requested: You will be making your payments: \_\_\_Pre-pay Discount \_\_\_30 days net

Tax Exempt \_\_\_ YES \_\_\_ NO MUST PROVIDE EXEMPTION FORM IF “YES”.

Please list three industry- related suppliers you have credit history with – provide all information to prevent delays and/or denial:

|  |  |  |  |
| --- | --- | --- | --- |
| COMPANY | CONTACT | PHONE | EMAIL |
| 1. |  |  |  |
| 2. |  |  |  |
| 3.  |  |  |  |

The above information is being submitted to West Henly Materials (WHM) as an application for credit. Submitting a completed credit application does not guarantee credit will be extended. If approved, I agree to make payment of the amount of the current balance of the credit account to WHM at its office in Blanco, Blanco County, Texas within (30) days of the date of invoice. I agree that a delinquent charge may be added. Purchases and/or deliveries are herewith authorized to be made without signature. I agree that if legal action is brought to collect any sum due WHM, it will be handled in Blanco County Texas at my expense.

OWNER SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



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**CONTINUING AND UNLIMITED PERSONAL GUARANTY OF PAYMENT**

STATE OF TEXAS

COUNTY OF

West Henly Materials (WHM) anticipates and desires to make sales on credit to (name of company) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I, (person guaranteeing payment) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

will benefit personally from the making of such sales on credit to said company. In consideration for the extension of credit to said company, which I agree is sufficient consideration, I, the undersigned, personally guarantee, absolutely and unconditionally, at all times, and agree to pay to WHM at its office in Blanco, Blanco County, Texas any and all debt or other claims owed to WHM by (name of company) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I waive notice of acceptance of this guarantee and all notices of the goods and merchandise sold by WHM to said company and all notice defaults of the company. I consent to any extension of time or times of payment of said indebtedness or renewal at any time of said indebtedness or portion thereof by WHM.

This is a continuing guarantee and the extension of time or times of payment or the acceptance or any payment on the account or the acceptance of notes, drafts, or any security from the company will not weaken or impair the validity of this guarantee.

If any purchase made by the company from WHM is not paid at maturity, WHM will have the right to proceed against me at any time, jointly and severally, without notice and without any proceedings or action against the company, and I waive any demand for payment. I further agree that if legal action is brought to collect payment on the indebtedness which I guarantee, that legal action against me may be brought in Blanco, Blanco County, Texas. As an authorized agent of said company, I also agree on behalf of said company, that any legal action brought in connection with any claim against the company may be brought in Blanco, Blanco County, Texas.

This guarantee will not be affected in any manner by any change in status of the company. Should the company become bankrupt or insolvent, WHM will have the right, at its option, without demand or notice, to proceed against me at any time for the amount of the entire debt or claim due or owed to WHM, including costs of collection and attorney fees, and to proceed against me individually for the entire claim without resort to the bankruptcy court.

Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INDIVIDUAL GUARANTOR SIGNATURE INDIVIDUAL GUARANTOR PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUARANTOR’S HOME ADDRESS, CITY, ST, ZIP GUARANTOR’S HOME/CELL PHONE

NOTARY below confirms identity and signature above:

NOTARY SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STAMP:

Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ \_\_



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AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name),

hereby authorize \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank Name),

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank Address)

to release information regarding account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to West Henly Materials

for the purpose of establishing credit.

Account Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This authorization also allows any other industry related company listed as a trade reference below to release information as necessary in order to grant terms to the applicant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date



PO Box 1631, Blanco, TX 78606 830-392-6869

JOB INFORMATION SHEET: MUST BE COMPLETE FOR EACH JOB SITE

Request for information: Owner / General Contractor / Sub Contractor – Bonding Company

JOB NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ JOB ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner of Property Sub Contractor

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City, ST, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, ST, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Contractor Bonding Company

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City, ST, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, ST, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Whom It May Concern:

West Henly Materials is furnishing materials on the above referenced construction project. We are respectfully submitting to you our request to furnish information as required by Texas Property Code, Section 53.159.

Thank you for your cooperation and prompt attention.

Thank you,

Liz Marchand

Site Manager



PO Box 1631, Blanco, TX 78606 830-392-6869

**TERMS AND CONDITIONS**

All invoices shall be based on certified scale weights, including moisture at time of shipment. All materials furnished under this contract are subject to acceptance by the Purchaser at the Sellers Plant. Seller warrants the materials as meeting applicable quality specifications at Seller’s plant and assumes no responsibility for the materials after they leave Seller’s plant. Purchaser is encouraged to maintain, at Purchaser’s cost and election, inspectors or observers at Seller’s plant to ensure that materials being furnished under this contract meet the applicable quality specifications. Such inspectors or observers will be permitted reasonable use of Seller’s laboratory facilities, or they may furnish their own laboratory facilities to take such samples and make such test at Seller’s plant as reasonable. THE FOREGOING PROVISIONS ARE IN LIEU OF, AND SELLER HERREBY DISCLAIMS, EXCLUDES AND NEGATES, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

All accounts are payable in current funds at the office of the seller, PO Box 1631, Blanco, TX 78606. Payments on account by the Purchaser shall be applied on the oldest unpaid items of account in order of original date. Accounts shall become past due 30 days following purchase. Interest will be charged at the rate of eighteen percent (18%) per annum on all past due accounts. If, at any time, the financial responsibility of the Purchaser becomes impaired, the Seller shall have the right to require payments in advance or other satisfactory security or guarantee that invoices will be paid promptly when due.

The Seller shall have the right to discontinue shipments on any past due account. All quotations and contracts are subject to the contingencies of production and shipping; and Seller will not be responsible for, and Seller’s obligations under this contract shall be suspended during the continuance of, Seller’s inability to carry out its obligations, wholly or in part, due to inability to secure transportation facilities; delays in transit; strikes, lockouts, or other labor difficulty; war; acts of God; lightning, fire, storm, flood or explosion; governmental action, delay, restraint or inaction; governmental rules, regulations and ordinances, including, without limitation, environment requirements or constraints; and other causes whether of the kind specifically enumerated or otherwise, which are not reasonable within the control of Seller. All processing, manufacturing, severance, transactions and/or sales taxes becoming effective after the date of this quotation shall be added to the invoices and paid by the Purchases, unless otherwise provided by law. All contracts and agreements are subject to acceptance by the Home Office of the Seller and the approval of his credit department. If purchased material is not paid within 45 days, you may expect West Henly Materials to perfect lien rights. After payment and upon request, West Henly Materials will furnish a lien release conditioned upon date of delivery. Lien releases will have terms drafted by West Henly Materials. If it is foreseen that other lien documentation will be needed, such documentation will only be considered if furnished in writing prior to shipment of material.

OWNER/GUARANTOR SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_