



2305 Ludelle St, Fort Worth, TX 76105 | (817) 531-3800 | www.arconow.com

## CREDIT APPLICATION

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

EIN (required): \_\_\_\_\_

Credit Limit Requested: \_\_\_\_\_

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

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Type:  Corporation  Partnership  Proprietorship  L.L.C.  P.L.C.

V.A.T. # \_\_\_\_\_ Annual Sales: \_\_\_\_\_

Are financial statements available?:  Yes  No Number of years in business: \_\_\_\_\_

*Note: If in business less than five years, you must complete personal guarantee.*

Yard or Shop Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## COMPANY DIRECTORS / OFFICERS / PRINCIPAL

Name 1: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name 2: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name 3: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## ACCOUNTS PAYABLE CONTACT

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

Email: \_\_\_\_\_

## TRADE REFERENCES

Vendor 1: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Account #: \_\_\_\_\_

Vendor 2: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Account #: \_\_\_\_\_

Vendor 3: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Account #: \_\_\_\_\_

## BANKING DETAILS

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Branch Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## CONDITIONS (TERMS NET 30 UPON CREDIT APPROVAL)

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice. If Arco Contractors Supply Co (the creditor) has not received payment within thirty (30) days after an invoice has been sent to the applicant, the applicant agrees to pay interest on all past due amounts at the rate of one- and one-half percent (1 ½ %) per month (eighteen percent per annum) from the date payment is due. The applicant hereby agrees to pay all costs of collection or legal fees should such action be necessary due to non-payment. The above information is willingly supplied, and the creditor is authorized to contact the above bank and trade references in order to establish the creditworthiness of the above-named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners or principals. Should a credit availability be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate any credit availability within its sole discretion.

Disputes: Any dispute or controversy arising from this agreement will be resolved by arbitration by the American Arbitration Association at Orange County, California. The language of the arbitration shall be English. The number of arbitrators shall be one. The parties agree the American Arbitration Association's expedited rules shall apply and they waive all right to any hearing requiring witness production. The arbitrator shall issue an award based upon the written documentary evidence supplied by the parties. The arbitrator's award shall be binding and final. The losing party shall pay all arbitration expenses, including all attorney's fees.

Other Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and understand the above terms and conditions, and hereby agree to them:

Applicant's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_

## PROPRIETORS, PARTNERS, S-CORPORATIONS IN THE U.S.

**I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY CREDIT HISTORY.**

Date: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_

## PERSONAL GUARANTEE

The undersigned, for consideration do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore or hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby waived.

This guarantee may only be revoked by written notice which shall be sent to the creditor's credit office by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for indebtedness incurred prior to the revocation. I authorize the seller and their assigns to obtain a consumer credit report and to contact my references as necessary. As guarantor, I am also bound by the above arbitration clause.

Guarantor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date : \_\_\_\_\_ Tax I.D. or S.S. No: \_\_\_\_\_

## JOB INFORMATION

Name of Job: \_\_\_\_\_

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

Job Address Zip Code: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Is this company the prime contractor of this job?\*: Yes No

\*The prime contractor is the contractor retained by the owner of the property.

If not, please provide the name, phone number and mailing address of the prime contractor of this job:

Name of Job: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Has the company been hired directly by the prime contractor?: Yes No

If not, what is the name of the subcontractor who hired this company?

\_\_\_\_\_

Is this project bonded?: Yes No

If yes, please provide the name and mailing address of the surety company:

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

Is this project a: (select one of the following)

- Commercial Project
- Residential Project
- Public Works Project

Is this project subject to normal sales tax? Yes No

If not, please complete the sales tax exemption certificate.

## **A Note on Sales Tax Collection**

*Our taxing model is based on our experience that The State Comptroller's Office takes a very strict view of what can be considered exempt from sales tax; here is a simplified outline.*

*Our invoice lists how purchased items are categorized and taxed according to the type of project involved and from a contractor's perspective.*

*Integrated  
Consumable  
Equipment & Rentals*

*On an exempt project (Separated contract, Church, Municipal) the basic premise is:*

*Integrated: exempt from sales tax*

*Consumable: exempt from sales tax if for that specific exempt project and completely consumed or destroyed in the completion of that single exempt project.*

*Equipment & Rentals: are always subject to sales tax*

*Here are the areas that are always contentious and where what is gray must be made black and white, consumable items and lumber. Here are just a few examples:*

*Lumber that becomes part of the project can be exempted.*

*Forming lumber is not considered integrated or consumable.*

*Chalk, Caution Tape, Safety Fence: as consumables, this is going to be a hard one to make a case for being exempt since it is not unique to a project and in some cases can be used on more than a single project.*

*Some contractors elect to get Direct Payer status with the state and pay their sales taxes directly to the State of Texas Comptroller's office. The State does require a minimum amount of business revenue to sign up for this.*

*All claims for sales tax exemption require a Resale or Use certificate describing the project(s) and materials purchased provided to Arco Contractors Supply Co.*