

Advantage Building Products
11375 Sunrise Park Drive, Suite 200,
Rancho Cordova, CA 95742
Phone (916) 635 – 4111 Fax: (916) 635 – 0414

APPLICATION FOR CREDIT:

DATE: _____

NAME OF COMPANY: _____

TRADE NAME: _____

MAILING ADDRESS: Street _____

City State Zip _____

BUSINESS LOCATION ADDRESS: _____
(if different than above)

BUSINESS PHONE NUMBER: _____

FAX: _____

BUSINESS TYPE (Circle One):

Corporation Partnership LLP/LLC Sole Proprietorship

FEDERAL TAX I.D. NO: _____

CALIFORNIA CONTRACTOR'S LICENSE #: _____

HOW LONG HAVE YOU BEEN IN BUSINESS UNDER THIS NAME: _____

HAS THE APPLICANT OR ANY GUARANTOR BEEN THE SUBJECT OF A BANKRUPTCY CASE IN
THE LAST 10 YEARS? YES NO

ARE ANY TAX CLAIMS, LIENS, JUDGEMENTS, LAWSUITS OR ARBITRATIONS OUTSTANDING
AGAINST APPLICANT OR GUARANTOR? YES NO IF YES, PROVIDE DETAILS:

IS APPLICANT TAX EXEMPT: YES NO (If yes, please attach form provided*)

***Note:** We are required by law to charge sales tax unless a valid tax exemption form is provided.

PURCHASE ORDER REQUIRED: YES NO

PLEASE PROVIDE NAME, ADDRESS, TELEPHONE & FAX NUMBERS OF TRADE REFERENCES:

1	Name:	_____	
	Address:	_____	
	Phone:	_____	Fax: _____
2	Name:	_____	
	Address:	_____	
	Phone:	_____	Fax: _____
3	Name:	_____	
	Address:	_____	
	Phone:	_____	Fax: _____

PLEASE PROVIDE NAME, ADDRESS, TELEPHONE, FAX AND ACCOUNT NUMBERS
OF YOUR BANK:

BUSINESS:

Name:	_____		
Address:	_____		
Phone:	_____	Fax:	_____
Acct No.	_____	Circle: Checking	Savings

APPLICANT'S CERTIFICATION OF ACCURACY AND AUTHORIZATION TO VERIFY

The undersigned hereby certifies that all items of information submitted with this credit application or contained herein are correct and acknowledge that Advantage Building Products, Inc. may use this information together with data from other sources to establish the amount and terms of credit to be granted. The signature below also authorizes the suppliers and banks listed to release to Advantage Building Products, Inc. all information necessary and relevant to establishing credit for the applicant.

Signature	_____
Name: (print)	_____
Title:	_____
Company:	_____
Date:	_____

INDIVIDUAL PERSONAL GUARANTY

THIS GUARANTY ("Guaranty") is being executed as of the _____ day of _____, 20____, by _____ ("Guarantor"), in favor of Advantage Building Products, Inc.

WHEREAS, _____ (the "Company") desires to purchase from time to time certain goods from Advantage Building Products, Inc., which purchases will be evidenced by Advantage Building Products, Inc.'s invoices (collectively, the "Invoices"); Guarantor is signing this Guaranty to induce Advantage Building Products, Inc. to enter into the transactions evidenced by the invoices; and Advantage Building Products, Inc. has informed Guarantor that it will not enter into the transactions described in the Invoices without Guarantor's execution of the Guaranty; NOW, THEREFORE, intending to be legally bound, and for valuable consideration, the receipt and sufficiency of which Guarantor hereby acknowledges, Guarantor agrees as follows:

1. Continuing Guaranty. Guarantor hereby unconditionally and irrevocably guarantees the full and prompt payment of all of Company's Obligations to Advantage Building Products, Inc., under the Invoices or otherwise. ("Obligations" means all liabilities and duties owing to Advantage Building Products, Inc., under the Invoices or otherwise.) Guarantor's liability under this Guaranty will be in the full amount of the Obligations owed to Advantage Building Products, Inc., including and interest, default interest, late charges, costs, fees, attorneys' fees and costs, and the fees and costs of all other professionals, irrespective of whether Company becomes the subject of a bankruptcy case. Guarantor's obligation under this Guaranty is independent of the obligations of Company or any other party. Advantage Building Products, Inc. may, without notice to or consent from the Guarantor, in Advantage Building Products, Inc.'s sole and absolute discretion and without prejudice to it or in any way limiting, releasing, or modifying Guarantor's liability under this Guaranty, deal with Company or any other party related to any of the Invoices in any order or manner as Advantage Building Products, Inc. may determine. Guarantor waives all of the rights and defenses available to it by reason of California Civil Code §§ 2787 - 2855, inclusive, and all similar statutory provisions in every other state. All payments to be made by Guarantor under this Guaranty will be made without deduction, set off or counterclaim. Guarantor's liability under this Guaranty will continue until all of the Obligations have been irrevocably paid in full.

2. Joint and Several Liability. Guarantor's liability to Advantage Building Products, Inc. arising out of this guaranty shall be joint and several as to all parties executing this or a similar Guaranty with respect to the Obligations.

3. Integration Clause. This Guaranty constitutes the entire agreement between Advantage Building Products, Inc. and Guarantor with respect to the subject matter of this Guaranty. No change or amendment to this Guaranty will be effective unless it is contained in a single document entitled "Amendment to Guaranty," which Guarantor and Advantage Building Products, Inc. both sign.

4. Governing Law; Arbitration; Venue. This Guaranty will be governed by, construed, and enforced in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws. All disputes between the parties hereto concerning the interpretation or enforcement of this Guaranty, or any other matter relating to this Guaranty, will be submitted to final and binding arbitration before JAMS, or its successor, pursuant to 9 U.S.C. §§ 1 *et seq* . The arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The arbitration will be conducted by a single arbitrator who is a retired judge associated with the Sacramento, California regional office of JAMS. The arbitrator's award will provide, among other things, that the prevailing party in the arbitration is entitled to recover from the adverse party its costs and expenses incurred in connection therewith including, without limitation, attorneys' fees as determined by the arbitrator, the costs of the arbitration, and actual out-of-pocket expenses by Advantage Building Products, Inc.

The provisions of this section may be enforced by any court of competent jurisdiction, and any party seeking enforcement will be entitled to an award of all costs, fees, and expenses, including attorneys' fees and costs, to be paid by the party against who enforcement is ordered.

5. Jury Trial Waiver. Guarantor hereby knowingly, freely, and voluntarily waives its right to a jury trial of any claim or cause of action based upon or arising out of or relating in any way whatsoever to: (a) this Guaranty; or (b) any of the Invoices; or (c) any course of conduct, course of dealing, statement (whether verbal or written) or action of Advantage Building Products, Inc. or any of its officers, employees, or other representatives, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. Guarantor acknowledges and agrees that this jury trial waiver constitutes a material inducement for Advantage Building Products, Inc. to accept this Guaranty and enter into the Invoices. This jury trial waiver is irrevocable. Guarantor represents and warrants to Advantage Building Products, Inc. that it has reviewed this jury trial waiver with its attorney and that it has waived its right to a jury trial after consulting with its attorney..

6. Consumer Credit Reports. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed in the credit evaluation process.

7. Informed Review. BY EXECUTING THIS GUARANTY, GUARANTOR ACKNOWLEDGES AND REPRESENTS TO ADVANTAGE BUILDING PRODUCTS, INC. THAT IT HAS READ AND UNDERSTANDS THE ENTIRE GUARANTY.

(Signature)
Guarantor

Printed Name

Date

(Spouse's Signature)
Guarantor

Printed Name

Date

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have
listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

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DATE