



P.O. Box 1779 • Las Cruces, NM 88004  
101 Archuleta 88005  
575-527-8000 • FAX 575-525-5639  
575-647-2686 • 1-877-647-2686

# HOMEOWNER CREDIT APPLICATION

SALESPERSON \_\_\_\_\_ DATE: \_\_\_\_\_

NAME(S) OF HOMEOWNER \_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

IS THIS A NEW HOME PURCHASE? Y/N IS THIS A HOME REMODEL? Y/N

JOB SITE AND LEGAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## BANKING INFORMATION

NAME OF BANK \_\_\_\_\_ ( ) LOAN

LOAN OFFICER NAME \_\_\_\_\_ ( ) CHECKING

PHONE NUMBER \_\_\_\_\_

THE FOLLOWING PERSONS ARE AUTHORIZED TO CHARGE AND/OR CALL IN ORDERS:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_



**TERMS AND CONDITIONS OF SALE**

**STATEMENT:** In consideration of credit being extended by L&P BUILDING SUPPLY of Las Cruces, Inc., the undersigned understands (1) that it will be paying a Time Price as defined below, (2) that the information contained herein is being relied upon by L&P Building Supply, Inc. for the extension of credit, (3) that the information stated above by the undersigned is true and correct, (4) that the undersigned understands that L&P BUILDING SUPPLY, Inc.'s billing date is the end of the month.

**CHARGE SALES:** If seller elects to extend buyer credit, all invoices are due and payable on or before the 10th of the next month following the month of purchase. A late payment charge of 2% (24% annually) will be added to all past due amounts or balance over 30 days old. In case buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay seller's invoices when due, seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, buyer shall be responsible and obligated to pay all costs, reasonable attorney's fees, and other expenses incurred by seller in the collection and liquidation of buyer's past due charges.

**MECHANICS' LIENS:** Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the mechanics' lien rights of seller to the property to be improved. No Waivers of Lien for materials shall be required by seller until the same shall have been fully paid for. Upon demand by seller buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a mechanics' lien. Buyer agrees to pay for all court costs, recording fees, 20% attorney's fees, and other expenses incurred by seller in securing seller's mechanics' lien rights in the event of a default by the buyer to pay according to the terms stated in Paragraph 2 hereof.

**DELIVERY AND PURCHASES:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to the articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle.

**MATERIALS RETURNED:** Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at invoice price less 15% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

**GUARANTEES AND WARRANTIES:** SELLER GUARANTEES AND WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HEREUNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSES FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARANTEE MUST BE IN WRITING AND RECEIVED BY SELLER WITHIN ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER, AT ITS SOLE OPTION, TO (I) REFURNISHING THE MATERIAL AS SUPPLIED WHICH HAS BEEN FOUND IN BREACH OF THIS GUARANTEE, OR, (II) REFUNDING THE PURCHASE PRICE PAID FOR SAID MATERIALS OR GOODS UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS GUARANTEE.

**PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.**

**GUARANTEE AGREEMENT**

In consideration of the extension of credit granted by L&P BUILDING SUPPLY of Las Cruces, Inc., the undersigned does hereby unconditionally guaranty payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to an account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extension granted by the Companies, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by the Companies in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by L&P BUILDING SUPPLY of Las Cruces, Inc.

All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgences hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by L&P BUILDING SUPPLY.

Date \_\_\_\_\_

APPLICANT:

\_\_\_\_\_

By: *Insert Name of Business or Corporation*

\_\_\_\_\_  
*Signature of Guarantor & Title*

\_\_\_\_\_  
*Printed Name*

Approved By: \_\_\_\_\_



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## CLIENT RELEASE AUTHORIZATION

I hereby authorize \_\_\_\_\_  
to obtain copies of my consumer credit report(s) solely for the purpose of considering the establishment or review  
of a Commercial/Consumer account.

Last Name: \_\_\_\_\_ First: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_

SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

## JOINT SPOUSE REPORT

I hereby authorize \_\_\_\_\_  
to obtain copies of my consumer credit report(s) solely for the purpose of considering the establishment or review  
of a Commercial/Consumer account.

Last Name: \_\_\_\_\_ First: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_

SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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