

## ACCOUNT APPLICATION

<b>Legal Company Name (DBA and Parent Company if applicable):</b>	_____
<b>Social Security or Federal Tax ID of Business:</b>	_____
<b>Billing Address:</b>	_____
Street:	_____ City: _____ State: _____ Zip: _____
<b>Shipping Address:</b>	_____
Street:	_____ City: _____ State: _____ Zip: _____
<b>Business Phone:</b>	_____ <b>Business Fax:</b> _____
<b>Hours of Operation:</b>	_____
<b>Owner(s)/Principal(s):</b>	
Name:	_____ Title: _____
Name:	_____ Title: _____
<b>Business Type:</b> Sole Proprietor: _____ C-Corp: _____ S-Corp: _____	
Partnership: _____ LLC: _____ Trust/Estate: _____	
<b>Tax Exempt Status:</b> <i>(you must provide Tax Exempt Certificate with application or Taxes will be added to purchase price):</i> Yes: _____ No: _____	
<b>State Contractor License</b> (if applicable): _____	
<b>Primary Contact:</b> Name: _____ Phone: _____	
Email: _____ Title: _____	
<b>Accounts Payable Contact:</b> Name: _____ Phone: _____	
Email: _____	

### This section needs to be completed only if Terms are requested:

<b>Terms Requested?</b> Yes: _____ No: _____ <b>Credit Amount Requested:</b> _____
<b>Banking Information:</b>
Bank Name: _____ Contact Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____ Fax: _____
<b>Please provide three business credit references:</b>
Vendor Name: _____ Contact Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____ Fax: _____
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Vendor Name: _____ Contact Name: _____
Address: _____ City: _____ State: _____ Zip: _____

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
 -----  
 Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**PERSONAL GUARANTEE AGREEMENT**

I, \_\_\_\_\_, (the "Guarantor"), in consideration for the provision of credit by Elements Supply, LLC d/b/a Umbra Solace (referred to herein as "Umbra Solace") to \_\_\_\_\_ (the "Client"), hereby agree to the following terms:

**Guarantee:** I unconditionally guarantee to Umbra Solace the prompt payment when due of all current and future debts, liabilities, and obligations of the Client to UMBRA SOLACE. This guarantee shall be continuous and irrevocable until terminated by me through written notice sent via certified mail, return receipt requested, to UMBRA SOLACE at 10707 Sharmon Rd., Houston, Texas 77038. Termination of this guarantee does not affect my liabilities for debts incurred before UMBRA SOLACE receives the termination notice.

**Interest:** I agree to guarantee the payment of interest on all overdue amounts at the maximum rate allowed by law.

**Legal and Collection Costs:** In the event UMBRA SOLACE employs legal counsel or a collection agency to enforce this guarantee, I agree to pay all associated costs including, but not limited to, attorney fees, whether litigation occurs or not, appeal costs, and fees for recording any necessary legal claims or liens.

**Waiver of Defenses:** I waive any right that would require UMBRA SOLACE to sue the Client before proceeding against me. This includes any requirement for notice of default or demand for payment.

**Enforcement:** Upon default by the Client, UMBRA SOLACE may pursue collection against me without first seeking recourse against the Client, without notice, and without regard to any other security held by UMBRA SOLACE.

**Jurisdiction and Venue:** I consent to the jurisdiction of the courts of the State of Texas for any legal action related to this guarantee. UMBRA SOLACE may elect for venue in Harris County, Texas or the county from where the goods were dispatched.

**Persistence of Guarantee:** This guarantee remains effective even if the Client files for bankruptcy, becomes insolvent, or is dissolved.

**Waiver of homestead:** I waive any homestead rights or exemptions I might have under Texas Law.

**Consent for Credit Report:**

I consent to UMBRA SOLACE obtaining a non-business consumer credit report on me to assess my creditworthiness for this business credit extension. I further authorize UMBRA SOLACE to utilize consumer credit reports periodically in connection with this credit relationship, consistent with the Federal Fair Credit Reporting Act.

**Guarantor Information:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

**City, State, Zip:** \_\_\_\_\_

**Additional Guarantor (if applicable):**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

**City, State, Zip:** \_\_\_\_\_ - \_\_\_\_\_

**By signing above, each of us acknowledges understanding and agreeing to the terms set forth in this Personal Guarantee Agreement.**

**This section is for office use only:**

Anticipated First Year Sales: \_\_\_\_\_ Tier: One \_\_\_ Two \_\_\_ Three \_\_\_

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

References Checked: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Notes: \_\_\_\_\_

Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Date of customer notification: \_\_\_\_\_