



Contact us at 2 locations:

7480 FM 1560 N
San Antonio, TX 78254
(210) 695-8222



9513 Kneupper Lane
Converse, TX 78109
(210) 651-7394



Credit Agreement

This Credit Agreement ("Agreement"), made this _____ day of _____, 20_____, by and between, San Antonio Masonry and Tool Supply and/or San Antonio Rebar, a Texas corporation ("Seller"), doing business at San Antonio Masonry and Tool Supply and/or San Antonio Rebar and _____ ("Buyer"), sets forth the general terms and conditions under which Seller will extend credit for the purchase of goods and materials outlined within, and as described in each invoice from Seller ("Products") to Buyer. The undersigned Buyer acknowledges and agrees that Seller's terms and conditions of credit, which are set forth below, and the Seller's terms of sale which are available upon request shall govern all transactions of the parties with respect to the sale of Seller's Products to Buyer, and the extension of credit to Buyer from Seller. Other than specific descriptions of the goods, and quantity, any additional or contrary terms and conditions contained in Buyer's purchase orders or other communications shall be of no force or effect, unless formally approved in writing by Seller.

Full Legal Name	_____	Federal Tax Id	_____
DBA (if Applicable)	_____	S.S. No.	_____
Legal Address not PO Box	_____	Texas DL#	_____ Exp. _____
City	_____	Phone Number	_____
E-mail Address	_____	Fax Number	_____

Type of Business Is:

Taxable Tax Exempt If exempt, forward valid certificates _____ Years in Business? _____

Proprietorship Partnership Corporation Date incorporated _____ LLC

Bill to if different from above _____
 Street Address / P.O. Box#: _____ City/State/Zip: _____
 Office Number: _____ Office Fax: _____
 Accounts Payable Contact: _____ A/P E-mail: _____

Officers of the Company Information

Owner/President: _____	Phone Number: _____	E-mail Address: _____
General Manager: _____	Phone Number: _____	E-mail Address: _____
Controller: _____	Phone Number: _____	E-mail Address: _____

Trade References

Supplier Name _____	Phone Number _____	Fax Number _____
Supplier Name _____	Phone Number _____	Fax Number _____
Supplier Name _____	Phone Number _____	Fax Number _____

Bank References

Financial Institution Name: _____	Contact Name: _____
Street Address: _____	City/State: _____
Account Number: _____	Phone/Fax: _____

Credit Needs

Amount of credit you are requesting?	_____
What type of material are you interested in purchasing?	_____
Who is your Sales Contact?	_____

Billing and Payments

Does your Company require a Purchase Order for all orders and billing Purposes? Yes No

How would you preferred to receive your Invoices and Statements (Please check one)

Customer Portal E-mail US Postal Mail

How do you prefer to make your Payments? (Please check one)

Customer Portal Check EFT Credit Card

What are your payment trend? (Please check one)

When bill is due by the 15th by Mo. End other Explain: _____

In an ongoing effort to improve our communication with you and save you time, we've designated a website that will provide you with a single source for information. Sign in now, and you will have 24/7 access to a variety of tools that will assist you with customer service inquiries, Seller news, invoices, statements, payments, frequently asked questions, meetings and events.

FOR ACCESS TO OUR CUSTOMER PORTAL VISIT <http://samasonrv.com/>

Account Restrictions / Material Release

Please list all authorized employees allowed to make purchases on behalf of your company. All names listed on this section will have no restrictions in making charges to your account. Please notify San Antonio Masonry & Tool Supply and/or San Antonio Rebar when you wish to update this list due to changes in your personnel. San Antonio Masonry & Tool Supply and/or San Antonio Rebar is not responsible or liable for any charges made by anyone listed in this form. Customer understands that all charges made by anyone in this list will be paid in full by the account holder. Furthermore, the account holder takes full responsibility in notifying San Antonio Masonry & Tool Supply and/or San Antonio Rebar when they need to revoke charging rights to one of their employee's listed on this form.

Authorized Name

Authorized Name

I agree to the above statement and understand the financial responsibility in hand by allowing the listed Employee's to make charges on my account.

Date: _____ Signature: _____
Print Name & Title: _____

Job Information

San Antonio Masonry & Tool Supply and/or San Antonio Rebar strictly enforces protecting our payments rights through Mechanic Liens and Bond Claims. Please provide information of the job you are recently working on. An additional job sheet is attached for future job information.

Job Name: _____

Job Address: _____ City: _____ State: _____ Zip: _____

Legal Description: _____

General Contractor:

Name of GC: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____

Contact Phone Number: _____

Legal owner of the project:

Owner's Name: _____

Owner's Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____

Contact Phone Number: _____

PAYMENT: Buyer agrees to pay for the Products according to the TERMS designated on this agreement. If Buyer fails to make any payment to Seller when due (Net 10th), the Buyer’s entire account(s) with the Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require Buyer to assemble the collateral and make it available to allow Seller to take possession. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse Seller all costs of collections, including reasonable attorney’s fees whether or not litigation is commenced.

FINANCE CHARGES: By requesting credit herein, the undersigned (and any personal guarantor(s)) agree to pay a finance charge for any invoices not paid on or before thirty days (30) from receipt of said invoice(s). Said finance charge will be assessed at the lesser of (i) the maximum allowable rate, or (ii) 1.5% per month (18% per annum) on the unpaid invoice(s) balance(s). By signature below, you fully understand and accept these terms.

ADDITIONAL FEES: If San Antonio Masonry & Tool Supply and/or San Antonio Rebar are in receipt of an insufficient check, your account will be charged an NSF fee of \$25.00 each time we submit check for payment. After receipt of second insufficient check on account, seller has the right to refuse future check payments due to excessive NSF.

ATTORNEY’S FEES & COSTS: I (we) agree that all costs and expenses of collection, including reasonable attorney’s fees, whether or not a lawsuit is filed, reasonable attorney’s fees on trial or on appeal and all costs and expenses of litigation.

CHOICE OF LAW AND VENUE: This Agreement shall be construed according to the laws of the State of Texas without regard to its conflict of laws, provisions or any other provision of Texas law that would require or permit the application of the substantive law of any other jurisdiction to govern this Agreement. The undersigned agrees that, should any dispute arise regarding the business relationships contemplated herein, any and all lawsuits shall be filed in the State Courts of Bexar County, Texas.

AUTHORIZATION AND RELEASE: In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state, or local statutory or common laws or regulations, Buyer expressly authorizes the above-named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release Buyer information to Seller and its affiliated entities and their officers, directors, agents and employees (“San Antonio Masonry & Tool Supply and/or San Antonio Rebar”), each of whom may request, obtain and use such information under this Agreement.

Buyer hereby agrees to release, indemnify, defend, and hold harmless each of the San Antonio Masonry & Tool Supply and/or San Antonio Rebar and all other person or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind of nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to Buyer or Buyer’s heirs, successors, parents, affiliates, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through any of the foregoing entities, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto.

I (We) hereby authorize this Credit Agreement and release to be shown and delivered to such person, with a copy of this Credit Agreement and release to be as valid as the original. The undersigned has read, and agreed to, all of the terms and conditions of the Credit Agreement. I certify that the Buyer information set forth on this Agreement is true and accurate and I am authorized to sign on behalf of the Buyer.

Signer(s) must be an Owner or Officer of the Company

BUYER:
Print Name: _____
Signature: _____
Date: _____
Title: _____

BUYER:
Print Name: _____
Signature: _____
Date: _____
Title: _____

Documents required with Credit Agreement:

1. **Please provide proper Identification**
 - a) **Copy of valid Texas Driver’s License**
 - b) **If incorporated, please send an authorization letter signed by an officer of the company on company letterhead.**
2. **Tax Exempt Certificate if applicable**
3. **Personal Guaranty must be signed and return with Credit Agreement. (If not signing the personal Guaranty, please cross it out, initial it, and return with Agreement.)**

****PLEASE ALLOW 3-5 BUSINESS DAYS FOR CREDIT APPROVAL****

San Antonio Masonry & Tool Supply and/or San Antonio Rebar is acting as a lender by extending credit to prospective applicants, however, due to this being an unsecured line of credit a personal guaranty is requested by all applicants:

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, undersigned jointly and severally, unconditionally guarantee(s) to San Antonio Masonry & Tool Supply and/or San Antonio Rebar the full and prompt performance by _____ herein called "obligor", of all obligations, which oblige to San Antonio Masonry & Tool Supply and/or San Antonio Rebar and to indemnify San Antonio Masonry & Tool Supply and/or San Antonio Rebar against any losses that San Antonio Masonry & Tool Supply and/or San Antonio Rebar may sustain and expenses that San Antonio Masonry & Tool Supply and/or San Antonio Rebar may incur as a result of any wrongful act of obligor.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the obligor with San Antonio Masonry & Tool Supply and/or San Antonio Rebar; provided, however, that the undersigned may provide notice in writing, delivered personally to or received by registered mail by the Credit Manager of Creditor at San Antonio Masonry & Tool Supply and/or San Antonio Rebar Address, of his/her intent to terminate this guaranty with respect to all Liabilities of the obligor incurred or contracted by the obligor or acquired by San Antonio Masonry & Tool Supply and/or San Antonio Rebar after the date on which such notice is so delivered or received. Said personal guaranty will in no way absolve the undersigned of his/her liability for outstanding amounts owed at the time of receipt of the notice contemplated herein.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Texas and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State, and no defense given or allowed by the laws of any other state of the United States of America shall be interposed in any action hereon unless defense is also given or allowed by the laws of the State of Texas.

Print name of guarantor

Signature of guarantor

Date

Print name of guarantor

Signature of guarantor

Date

Print name of witness

Signature of witness

Date

Print name of witness

Signature of witness

Date