

Cool Roofs



Since 1948

Eco-friendly, Sustainable Building Restoration Specialists

***THERMO MANUFACTURING
SYSTEMS, LLC***

**Application for
Contractor Participation**

Return Completed form to:

Thermo Manufacturing Systems, LLC
PO Box 218
Lindale, TX 75771
(800) 882-7007
(903) 881-8787 fax

FIRM NAME

DATE OF APPLICATION

THERMO MANUFACTURING SYSTEMS, LLC

APPLICATION FOR ROOFING CONTRACTOR PARTICIPATION

Submitted by: _____ Application Date: _____

Firm Name: _____ Contractor's license #: _____

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

Mailing Address: _____ City: _____ State: _____ Zip: _____
(if different than street address)

Telephone : _____ - _____ - _____ Fax Number: _____ - _____ - _____

Point of contact e-mail: _____

Accounting e-mail: _____

CONSTRUCTION PROFILE

Type of business:

Corporation Proprietorship Limited Partnership Other: _____

Date of inception: _____ Federal Tax I.D.: _____

Firm in Business since: _____ Division of: _____

How long at the above address? _____ Years _____ Months

Home office location: _____

List the states that you are legally qualified to do business in: _____

Have you done business with us under another name? If so, what name? _____

Are you a member of any roofing contractors associations? If so, which ones? _____

Is your firm a member in good standing with the Better Business Bureau? _____

PRINCIPALS / OFFICERS INFORMATION

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Have you, any Principals, or any Officers ever been a party to a lawsuit or litigation due to non-payment?

Yes No If yes, please explain: _____

ORGANIZATIONAL PROFILE

Designate the percentage of work normally performed by your firm:

New: _____% Reroof: _____% Other (Explain): _____% _____

Coating Restoration: _____% Years doing restoration: _____

List three coating projects completed by your firm in the last twelve months:

Owner	Location	Completion Date	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List three architects or general contractors for whom work has been completed in the past two years:

Firm Name	Contact	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has your firm ever failed to complete a construction contract? If so, state where, when and why:

Is there any pending litigation against your firm relating to commercial roofing, past or present? If so, state the name of the court and the case number: _____

Has your firm ever made an out-of court settlement or has any judgment for damages been awarded against your firm for claims against workmanship or application of materials? If so, please furnish full details:

FINANCIAL PROFILE

Bonding Company: _____ **Agent's Name:** _____

Telephone: _____ **Address:** _____

Bond #: _____

Estimated Monthly Purchases: \$ _____ (If over \$2,000, please include most recent financial statement.)

Building: Own Lease **If lease from Whom:** _____ **PH#:** _____

Mortgage holder for the above business property Account #, if applicable Telephone

Street Address City State Zip

Does your firm have and maintain in full force and effect, the following minimum insurance requirements? _____

**Attach an insurance certification verifying this insurance coverage naming
Thermo Manufacturing Systems, LLC as an additional insured.**

COVERAGE

MINIMUM LIMITS

Workers Compensation	Statutory
Coverage 8 - Employer's Liability	\$ 500,000 (or Umbrella Excess Equiv.)
Comprehensive General Liability	\$ 500,000
Including: Completed Operation Liability	Combined Single Limit (or Umbrella Excess)
Blanket Contractual Liability	
Broad Form Liability Endorsement	
(ISO Form G222) or Equivalent Business Auto Policy	\$ 500,000
Including Any Auto	Combined Single Limit (Or Umbrella Excess)
Umbrella Express Liability	\$ 1,000,000 - Combined Single Limit
Owner or Leased Building & Contents	"All Risk" Property Ins. Needed
Contractors Equipment	In Relation to Values & Co-Insurance Requirements
Builders' Risk and/ or Installation Floater	As Required

Has your firm ever been in bankruptcy of re-organization? If so, state the details _____

Principal Suppliers:

Name	Address	Telephone	Account Number

General Terms: If this Credit Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Thermo Manufacturing Systems, LLC when due, according to the terms set forth on each invoice. Execution of this document does not create an exclusive agreement with Thermo Manufacturing System, LLC and the undersigned unless specifically stated.

Late charge/interest: If the total invoice price is not paid in full on or before 60 days from the date of invoice, Applicant agrees to pay a late payment charge on the unpaid delinquent balance. The late payment charge shall be equal to 2% of the unpaid delinquent balance per month.

Reservation of Rights: Thermo Manufacturing System, LLC reserves the following rights: (1) to cease shipping on accounts that remain unpaid 60 days from date of invoice; (2) to require payment checks on any given Construction Project to be issued jointly to Thermo Manufacturing Systems, LLC and Contractor by Owner; (3) to cancel the extension of credit at any time; and (4) to demand payment in full of the balance of any account that remains unpaid 45 days from date of invoice; and (5) items returned to stock must be prepaid (shipping) by applicant. After full inspection by Thermo Manufacturing Systems, LLC, a 20% re-stocking fee will be billed on all items along with charges for any defective items.

Provision of certain information: Applicant agrees to provide to Thermo Manufacturing Systems, LLC upon request certain information regarding bonding companies, construction contracts, legal property descriptions, Contractor, and/or Owner for purpose of filing mechanic's and materialman's notices, affidavits and/or claims on payment bonds.

Authorizations: Applicant authorizes Thermo Manufacturing Systems, LLC to obtain any and all information Thermo Manufacturing Systems, LLC deems necessary from any and all sources or references listed on the Credit Application, and any other credit bureaus or reporting agencies, creditors of Applicant, trade references, banks or other financial institutions for Thermo Manufacturing Systems, LLC use in determining whether to accept the Credit Application. Applicant agrees to indemnify and hold any creditor harmless for provision of credit information on Applicant to Thermo Manufacturing System, LLC in connection with the Credit Application.

Representations: Applicant represents to Thermo Manufacturing Systems, LLC, and Thermo Manufacturing Systems, LLC is relying upon in its determination of whether to accept the Credit Application, the following representations: (1) the individuals signing the Credit Application have authority to do so on behalf of the Applicant; (2) that any and all information now or hereafter supplied to Thermo Manufacturing Systems, LLC by Applicant, or at Applicant's request or instruction, is both accurate and complete; (3) that Applicant shall promptly notify Thermo Manufacturing Systems, LLC of (a) any change in any information supplied in the Credit Application; (b) any change in Applicant's residence, chief place of business or mailing address; (c) any change of name or business of Applicant, including in the event that Applicant incorporates under the laws of any State subsequent to the date of the Credit Application; and (4) that Applicant, if also Owner, does not use any portion of the real property upon which the Construction Project is located as his or her homestead, whether rural or urban, personal or business and will provide a designation of his or her homestead in accordance with the requirements of Texas Property Code §41.005 **prior** to purchasing from Thermo Manufacturing Systems, LLC.

Default: The occurrence of any of the following events shall constitute a default: (1) Applicant fails to fulfill any obligation under the terms of this Credit Application; (2) Applicant, or the guarantor of Applicant's indebtedness, dies, terminates existence, abandons its business, becomes insolvent, or becomes the subject of bankruptcy, receivership, insolvency or a similar proceeding; and/or (3) Any information or representation hereunder is, or is believed in good faith by Thermo Manufacturing Systems, LLC to be, inaccurate, incomplete, or false in any material respect.

Attorney's fees: Applicant agrees to pay Thermo Manufacturing Systems, LLC the expenses of collecting any unpaid delinquent balance, including attorney's fees and costs should legal action be required.

Jurisdiction and venue: The terms of the Credit Application shall be construed upon the laws of the State of Texas. In the event that legal action is necessary, venue for said action shall be in Smith County, Texas, where all billings, accounts receivable, and credit functions of Thermo Manufacturing Systems, LLC are processed at its principal place of business in Lindale, Smith County, Texas. Applicant understands that it waives its rights to litigate any cause of action arising out of the purchase of materials under the extension of credit in the Credit Application outside of Smith County, Texas.

Binding agreement: The terms of this Credit Application shall inure to the benefit of the successors and assigns of Thermo Manufacturing Systems, LLC and Applicant binds its heirs, legatees, devisees, personal representatives, successors and assigns thereto.

Definitions: The following definitions apply to the terms of the Credit Application: (1) "Applicant" is the person, whether singular or plural, or entity on whose behalf Thermo Manufacturing Systems, LLC extends credit under the Credit Application, (2) "Construction Project" is the project or projects for which Thermo Manufacturing Systems, LLC produces materials for Applicant's use, (3) "Contractor" of the Construction Project is the person contracting with Owner for the construction of improvements to real property for a particular Construction Project, (4) "Credit Application" is the agreement, the terms of which are specified in this written application for credit from Thermo Manufacturing Systems, LLC, and any invoices incident thereto, (5) "Owner" is a person, whether singular or plural, or entity holding legal title to the real property upon which the Construction Project is or is to be situated.

Applicant Signature: _____

Title: _____

I confirm that the above information is valid and true. I also understand that falsifying any information on this application will result in the rejection of my application into the Thermo Manufacturing Systems, LLC program.

Personal Guaranty: As an inducement to Thermo Manufacturing Systems, LLC to extend credit to Applicant for the Construction Project, any individual who signs the Credit Application hereby personally guarantees, jointly and severally, the payment to Thermo Manufacturing Systems, LLC of all indebtedness incurred under the terms of the Credit Application, including late charges, interest and attorney's fees. This guaranty is not affected by the amount of credit extended. The guarantor whether singular or plural, waives any notice requirement concerning enforcement of this personal guaranty and further acknowledges that Thermo Manufacturing Systems, LLC may pursue collection of the indebtedness guaranteed without the necessity of first pursuing collection from Applicant. The indebtedness guaranteed includes the renewal of any claims or extensions of time for payment thereof, without further notice to the individual(s) guaranteeing same. The personal guaranty is binding upon the individuals signing the Credit Application, their heirs, successors, legal representatives and assigns. The personal guaranty remains in full force and effect until it is revoked, in writing, sent by certified mail to Thermo Manufacturing Systems, LLC at the address herein. Revocation shall not affect the obligation of the guarantor(s) as to any indebtedness existing at the time of said revocation.

Signed _____ Signed _____

Date _____ Date _____

Please mail the following:

- this application
- the insurance certification
- the bank authorization form
- your most recent interim financial statement
- your latest year end financial statement
(Profit & Loss and Balance Sheet)

TO:

Thermo Manufacturing Systems, LLC
PO Box 218
Lindale, TX 75771
Phone: 1-800-882-7007
Fax: (903) 881-8787

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Contractor Participation
revised 1/12

THERMO MANUFACTURING SYSTEMS, LLC

BANK AUTHORIZATION FORM

Bank Name _____

(_____) _____ - _____
Telephone Number

Address _____

(_____) _____ - _____
Fax Number

City _____ State _____ Zip _____

Gentlemen:

Your Customer, _____ (Customer Name) _____ (Primary Account Number)

has given us the name of your bank as a reference. As we appreciate accepting your customer's checks in payment for our products, we would appreciate your sharing the following information with us:

FOR BANK USE ONLY

Date account opened:	_____
Average monthly balance:	_____
Any returned items:	_____
General experience:	_____

Please be assured this information will be held in confidence, and that we will be ready to reciprocate your courtesy at any time.

Very truly yours.

THERMO MANUFACTURING SYSTEMS, LLC

Credit Department

Return to: Thermo Manufacturing Systems, LLC
PO Box 218
Lindale, TX 75771
FAX 903-881-8787

I hereby authorize information regarding the above account to be released to THERMO MANUFACTURING SYSTEMS, LLC for the sole purpose of the extension of credit.

Company: _____

Title: _____

Signed: _____

Date: _____

Bank Authorization Form 01/01