

DATE:

02/22/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve submitting a credit application with Carter Waters for Kenton County School District construction projects.

APPLICABLE BOARD POLICY:

01.11 General Powers of the Board. The Board may borrow money on the credit of the Board.

HISTORY/BACKGROUND:

Carter Waters is requesting a credit application be submitted in order to accept District purchase orders for purchases to be made for Kenton County School District construction projects.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval to submit a credit application with Carter Waters for Kenton County School District construction projects.

CONTACT PERSON:

Jennifer Weis-Smith


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



BUSINESS CREDIT APPLICATION

PLEASE FAX COMPLETED FORM AND W-9 FORM TO
816-787-0677 or email chickisch@carter-waters.com

Incomplete or insufficient forms may
delay or prevent processing.

OFFICE USE ONLY

DATE OPENED	PRICE CODE	SLS
LIMIT	BY	CLERK
ACCOUNT #		

Carter-Waters LLC
PO Box 412676, Kansas City MO 64141
Phone: 816-471-2570 Fax: 816-421-2946

CUSTOMER INFORMATION

APPLICANT LEGAL NAME Kenton County Board of Education		<input type="checkbox"/> Incorporated	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Other <u>K-12 Public Schools</u>
TRADE NAME/DBA		FEDERAL TAX ID #		DATE BUSINESS STARTED	ESTIMATED MONTHLY PURCHASE
BILLING/MAILING ADDRESS 1055 Eaton Dr.		PHYSICAL/STREET ADDRESS 1055 Eaton Dr.			
CITY, STATE, ZIP Ft. Wright, KY 41017		CITY, STATE, ZIP Ft. Wright, KY 41017			
E-MAIL kevin.pfefferman@kenton.kyschools.us		PHONE (859) 344-8888		FAX (859) 344-1531	
PERSON TO CONTACT FOR PAYMENT accounts.payable@kenton.kyschools.us		CELL PHONE		PREFER ELECTRONIC INVOICE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	INVOICING EMAIL accounts.payable@kenton.kyschools.us
NAME OF PRINCIPAL & TITLE 1.		SSN			
NAME OF PRINCIPAL & TITLE 2.		SSN			

BANK REFERENCE

BANK NAME	ACCOUNT #	ADDRESS & PHONE
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MAJOR CREDIT REFERENCES

MATERIAL SUPPLIER NAME	ACCOUNT #	CITY & STATE	FAX #	PHONE #
1.			()	()
2.			()	()
3.			()	()
4.			()	()

AUTHORIZATION

I acknowledge that I have read the terms below and have had any questions answered to my satisfaction. To induce The Carter-Waters LLC ("Carter-Waters") to extend credit for the purchase and/or lease of materials, the undersigned company ("Company") signing this Business Credit Application & Agreement (this "Agreement"), submit this application and hereby authorize and give permission to Carter-Waters to run a full investigation of the Company's and/or personal guarantor(s) credit history including, but not limited to, obtaining a consumer credit report on the Company and/or guarantor(s). The undersigned also authorize Carter-Waters to contact any credit references and give permissions to those references listed above to release information about their credit experience with the undersigned Company and/or guarantor(s). The undersigned have authority to sign this Agreement on behalf of the undersigned Company.

If credit is approved, the undersigned hereby agrees to the following credit terms of Carter-Waters: Net 30-60 Days ~~Net Due 30 days~~ from invoice date with interest thereon of 1-1/2% per month to accrue on the ~~31st~~ day and continuing thereafter to accrue on the ~~31st~~ day of each month until paid in full. The undersigned understand Carter-Waters does not allow retention to be withheld. In the event the amounts invoiced are not paid within 30 days from the invoice date, the undersigned agree to pay Carter-Waters' costs of collecting the amount due including, but not limited to, court costs and reasonable attorney's fees, whether or not suit be brought, in addition to any other damages recovered. In the event suit is brought, the undersigned agree that the venue shall be in Jackson County, Missouri. If customer is a limited liability company or corporation, the individual signing on behalf of the customer assures joint and several liability for all debt owed to Carter-Waters by the customer.

Kenton
County, KY

SIGNED	PRINT NAME	TITLE	DATE
SIGNED	PRINT NAME	TITLE	DATE

PERSONAL GUARANTEE

For good and valuable consideration, the undersigned guarantor(s) (The "Guarantor(s)") jointly, severally and unconditionally guarantee to the Carter-Waters LLC and its successors and assigns the full and punctual performance by the Company of all the terms and conditions and contract documents constituting the agreement between Carter-Waters and the Company and payment of all indebtedness of the Company to Carter-Waters. Any act of Carter-Waters consisting of a waiver of any such terms or conditions or modification thereof or the granting of indulgences or extensions of time to the Company, may be done without notice to the undersigned and without releasing the obligations of the Guarantor(s) hereunder. The liability of the Guarantor(s) shall not be affected by the discharge or modification of the liability of the Company in bankruptcy, any disability, or other defense of the Company, or the cessation from any cause whatsoever of the liability of the Company. The Guarantor(s) hereby subordinate any liability or indebtedness of the Company now or hereafter held by the Guarantor(s) to the obligations of the Company to Carter-Waters. The Guarantor(s) jointly and severally agree to pay any reasonable legal fees, interest accrued and other expenses incurred by Carter-Waters in enforcing the debt of the Company and/or this Guarantee.

SIGNED	SIGNED
PRINT NAME	PRINT NAME
DATE	DATE
PERSONAL ADDRESS	PERSONAL ADDRESS
SSN	SSN
PHONE #	PHONE #