



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

03/21/2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve submitting a credit application with United Building Materials in order to purchase materials needed for board approved 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:**

United Building Materials 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 United Building Materials in order to purchase materials needed for board approved 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.



**UNITED BUILDING MATERIALS  
CREDIT APPLICATION / AGREEMENT**

**Cincinnati**

950 W 8<sup>th</sup> St.  
Cincinnati, OH 45203  
Phone (513) 232-4444  
Fax (513) 232-0844

**Columbus**

4140-B Fisher Rd  
Columbus, OH 43228  
Phone (614) 351-3511  
Fax (614) 351-3512

**Dayton**

1509 Stanley Ave.  
Dayton, OH 45404  
Phone (937) 222-4444  
Fax (937) 222-2221

**Legal Company Name** Kenton County Board of Education **Years In Business** \_\_\_\_\_

**Business Address** 1055 Eaton Dr. **City** Ft. Wright **State** KY **Zip** 41017 **County** Kenton

**Phone #** (859) 344-8888 **Fax #** (859) 344-1531 **Cell Phone #** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**Circle One:** ☐ Individual Partnership ☐ Corporation ☐ Limited Liability Partnership ☐ Limited Liability Company

**K-12 Public  
School System**

**Tax Exempt:** Yes ☒ No \_\_\_\_\_ **If Yes, present tax id** \_\_\_\_\_ **Monthly Credit Requested \$** \_\_\_\_\_

**Any Bankruptcies, Judgments, Liens or Pending Suits against you or your company?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Purchase Order Required:** Yes ☒ No \_\_\_\_\_ **Accounts Payable Contact:** Misty Jones, accounts.payable@kenton.kyschools.us

**~~Principal Owners / Stockholders:~~**

**Principal** \_\_\_\_\_ **SS#** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone/Mobile #** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **County** \_\_\_\_\_

**Principal** \_\_\_\_\_ **SS#** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone/Mobile #** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **County** \_\_\_\_\_

**Bank Information:**

**Name of Bank** \_\_\_\_\_ **Account #** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Branch** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Construction Loan:** **Name of Bank** \_\_\_\_\_ **Loan Officer** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**MATERIAL SUPPLIERS WHERE YOU HAVE AN OPEN ACCOUNT:**

1. **Name** \_\_\_\_\_ **Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

2. **Name** \_\_\_\_\_ **Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

3. **Name** \_\_\_\_\_ **Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_



## SIGNATURES REQUIRED ON PAGE 2

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Applicant need not report in this Credit Application/Agreement any income derived from alimony, child support, or separate maintenance payments if Applicant does not want UBM to consider income from these sources as part of the determination of Credit worthiness.

The information contained in this Credit Application/Agreement ("Agreement") has been carefully read by the undersigned and is provided to United Building Materials, Inc. ("UBM") for the purposes of securing credit from time to time. Applicant hereby certifies that the above is a true and correct statement until Applicant specifically notifies UBM in writing of change(s) therein. In the event UBM determines that information contained in this Agreement is false or misleading or if UBM receives other false or misleading credit information from Applicant of any kind or nature UBM may without further notice cancel any orders in house or any deliveries in progress to Applicant. Any false or misleading information by Applicant shall be deemed a material default and any outstanding invoices shall become immediately due and payable. In consideration of any such credit which UBM may advance Applicant agrees that at any time any statement set forth above shall prove incorrect, as a statement of my then condition, or if at any time by reason of insolvency, application for receiver, filing for bankruptcy, or any act or omission on my part in UBM's judgment such credit is prejudiced or impaired, all or any of Applicant's obligations to UBM, whether direct, indirect, contingent or fixed shall stand immediately due and payable without demand upon or notice to Applicant. Applicant hereby authorizes UBM to obtain a consumer report or reports to be used in connection with this Credit Application and from time-to-time thereafter and to obtain and exchange credit information from and with other creditor grantors and consumer reporting agencies. Applicant authorizes UBM to retain all information and reports for its files. Applicant agrees to be bound by the terms of this Agreement. Any disputes arising under this Agreement shall be governed by the laws of ~~the State of Ohio~~ and shall be brought in the ~~Court of Common Pleas, Montgomery County, Ohio~~. Applicant agrees to pay all amounts due and owing under this Agreement within 30 days from the date credit is extended. Any amount not paid by Applicant within 30 days from the date credit is extended shall bear interest at the rate of 18% per annum. Applicant's failure to make timely payment as set forth herein shall be deemed a material default. Applicant shall pay UBM its collections costs and/ or attorney's fees incurred in attempting to collect past due amounts. UBM may at any time, without notice, cancel all credit available to Applicant and refuse to make any further credit advances.

Kenton  
County, KY  
JS 3/21/22

30-60 days  
JS 3/21/22

### ~~Continuing Guaranty Unlimited~~

For the purpose of inducing United Building Materials, Inc. ("UBM") to extend credit to the above named Applicant, the undersigned, individually ("Guarantor") hereby unconditionally guarantees the prompt and full payment to UBM when due, whether by acceleration or otherwise, of all Obligations of any kind for which Applicant is now or may hereafter become liable to UBM in any manner. "Obligation(s)" includes, without limitation, all indebtedness, debts, and liabilities (including principal, interest, late charges, collection costs, attorneys' fees, and the like) of Applicant to UBM. Guarantor promises that if any Obligation is not paid promptly when due, Guarantor will, upon request of UBM, pay the Obligation to UBM, irrespective of any invalidity in any Obligation, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefore. This Guaranty is a continuing guaranty, and, in addition to covering any present Obligation of Applicant to UBM, will extend to any future Obligation of Applicant to UBM, whether such Obligation is reduced or entirely extinguished and thereafter increased or re- incurred. This Guaranty is made and will remain in effect until the Obligation is paid in full and until Applicant has no right to request further advances under the documents or instruments evidencing the Obligation. Guarantor agrees that no extension of time, whether one or more, nor any other indulgence granted by UBM to Applicant or to Guarantor, and no omission or delay on UBM's part in exercising any right against, or in taking any action to collect from or pursue UBM's remedies against Applicant or Guarantor, or any of them, will release, discharge or modify the duties of Guarantor. Guarantor agrees that UBM may, without notice to or further consent from Guarantor, release or modify any collateral, security or other guaranties now held or hereafter acquired, or substitute other collateral, security or other guaranties, and no such action will release, discharge or modify the duties of Guarantor hereunder. Guarantor further agrees that UBM will not be required to pursue or exhaust any of its rights or remedies against Applicant or Guarantor, or any of them, with respect to payment of any of the Obligation, or to pursue, exhaust or preserve any of its rights or remedies with respect to any collateral, security or other guaranties given to secure the Obligation, or to take any action of any sort, prior to demanding payment from or pursuing its remedies against Guarantor. If any Obligation hereunder are not paid when due, UBM may, at its option, demand, sue for, collect or make any compromise or settlement it deems desirable with reference to any Collateral, and shall have the rights of a secured party under the law of the State of Ohio. Guarantor shall be liable for any deficiency. Guarantor agrees to furnish true and complete financial statements from time to time on request of UBM and agrees that failure to furnish such financial statements may constitute or be deemed to constitute a default or event of default of the Obligation. Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Guaranty may be instituted in a state or federal court of appropriate subject matter jurisdiction in the State of Ohio; waives any objection which he may have now or hereafter to the venue of any such suit, action or proceeding; and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. In the event that any one or more of the provisions contained in this Guaranty or any application thereof shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby. This Guaranty shall be construed in accordance with the law of the State of Ohio.

### ~~WAIVER OF RIGHT TO TRIAL BY JURY~~

GUARANTOR ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN GUARANTOR AND BANK, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS GUARANTY ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY. ACCORDINGLY, GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS GUARANTY OR TO ANY OF THE OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HERewith.

K-12 Public School System - no guarantor  
JS 3/21/22

~~Guarantor~~

~~Guarantor~~

Signature

Title

Signature

Title

Print Name

Social Security No.

Date

Print Name

Social Security No.

Date



**UNITED BUILDING MATERIALS**

**We do not mail monthly statements.**

**If you would like to receive a statement by email or fax, please check your choice below and return with the credit application.**

**Customer Name:** Kenton County Board of Education

☒ **I want to receive a Monthly Statement and Invoices via email.**

**Email address:** accounts.payable@kenton.kyschools.us

☐ **I want to receive a Monthly Statement and Invoices via Fax.**

**Fax Number:** \_\_\_\_\_

☐ **I do not require a Monthly Statement.**