

DATE:

11/17/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve submitting a credit application with Mills Supply CO. 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:

Mills Supply Co. 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 Mills Supply Co. for Kenton County School District construction projects.

CONTACT PERSON:

Brian E. Vanover

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.



1100 South 9th Street
Louisville, KY 40203
Phone: 502-561-0700
Fax: 502-561-0180

1055 Whites Creek Pike
Nashville, TN 37207
Phone: 615-601-3110
Fax: 502-561-0180



Con-Quip
1612 Distribution Dr.
Burlington, KY 41005
Phone: 859-283-1900

CREDIT APPLICATION AND AGREEMENT

The undersigned CUSTOMER is applying for credit with Mills Supply Co., Inc./Con-Quip (the "Company") and agrees to abide by the terms and conditions of the Company's standard contract. THE CUSTOMER CERTIFIES THE FOLLOWING CREDIT INFORMATION IS CORRECT, AND AUTHORIZES AND DIRECTS THE BANKS AND SUPPLIERS INDICATED BELOW TO VERIFY SAID INFORMATION AND GIVE ADDITIONAL REQUESTED INFORMATION TO MILLS SUPPLY CO./CON-QUIP, INC. UPON REQUEST AND RELEASES SAID PARTIES FROM ANY LIABILITY IN CONNECTION THEREWITH. THE CREDIT APPLICANT/CUSTOMER, THEIR LEGAL REPRESENTATIVES SUCCESSORS AND ASSIGNS HEREBY AGREE TO BE BOUND TO THE TERMS AND TO THE FULL PERFORMANCE OF THE COVENANTS ON THIS AND THE FOLLOWING PAGES OF THIS AGREEMENT. ~~THE UNDERSIGNED FURTHER PERSONALLY GUARANTEE THE PERFORMANCE BY THE CUSTOMER, PURSUANT TO THE TERMS OF THE GUARANTY PROVISION AT THE END OF THIS CREDIT APPLICATION.~~

Customer's Exact Firm Or Business Name: KENTON COUNTY SCHOOL DISTRICT
Federal Tax EIN: 61-6001301 -OR- Social Security Number: _____
Street Address: 1055 EATON DRIVE
City: FORT WRIGHT State: KY Zip Code: 41017
Phone No. 859-344-8888 Fax No. 859-344-1531
E-Mail: www.kenton.kyschools.us
Proprietorship _____ Partnership _____ Corporation _____
DATE & STATE EST. _____
Sales Tax Exempt No. B470 (If Applicable Attach Cert.)
Other Business Owned: N/A
Have you been working with a particular salesman? No
Can we email you your invoice? _____ Yes X No _____ Email Address: _____
Who is the contact for accounts payable? KATIE SMITH
Accounts payable contact Phone: 859-957-2658 Accounts payable contact Email: KATHERINE.SMITH@Kenton.kyschools.us
Do you require a PO? X Yes _____ No _____
Please specify which location you would like credit: _____ Louisville, KY _____ Nashville, TN X Burlington, KY

OWNERS/PRINCIPLES

Name _____	Home Telephone No _____
Home Address _____	City/State/Zip _____
Title _____	Social Security# _____ - _____ - _____
Name _____	Home Telephone No _____
Home Address _____	City/State/Zip _____
Title _____	Social Security# _____ - _____ - _____
Name _____	Home Telephone No _____
Home Address _____	City/State/Zip _____
Title _____	Social Security# _____ - _____ - _____

BANK REFERENCES

Name of Bank SEE ATTACHED Officer's Name _____
Bank Address _____ City _____ State _____ Zip _____

CURRENT OPEN ACCOUNT TRADE SUPPLIERS

AR email addresses are required for credit references

******NOTE: All trade references require an email address ******

Name SEE ATTACHED
Address _____ City _____ State _____ Zip _____
Telephone No. _____ E-Mail: _____

Name SEE ATTACHED
Address _____ City _____ State _____ Zip _____
Telephone No. _____ E-Mail: _____

Name SEE ATTACHED
Address _____ City _____ State _____ Zip _____
Telephone No. _____ E-Mail: _____

CREDIT TERMS AND AGREEMENTS

The Customer requests that MILLS SUPPLY CO., INC./CON-QUIP (hereinafter referred to as "MILLS SUPPLY CO." "CON-QUIP" or "Company") sell, rent, and service goods and equipment on account, in consideration of which Customer and MILLS SUPPLY CO./CON-QUIP agree as follows:

The Customer shall pay the full amount of each invoice within ^{forty-five (45) to sixty (60) day} ~~thirty (30)~~ days of the invoice date. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1-1/2% per month of the Customer's outstanding past due balance after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. The Customer warrants that it will use all goods purchased and rented under this account for business purposes and that the Customer is not a consumer as defined by any applicable federal or state usury law. However, if the Customer is a consumer, the interest rate is automatically reduced to the highest rate allowed by applicable law."

~~The persons signing below hereby personally guarantee any indebtedness incurred on the aforesaid account and waive presentment and demand for payment, notice of non-payment, protest and notice of protest, and consent without notice of any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guaranty and shall continue as to all new indebtedness incurred unless and until a written notice is served upon MILLS SUPPLY CO./CON-QUIP by Certified Mail Return Receipt Requested, declaring said personal guarantee should not apply to future purchases.~~ *BEV*

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented, and expressly disclaims any reliance upon any statements or representations made or to be made by MILLS SUPPLY CO./CON-QUIP regarding the sale or rental of any material or equipment. The Customer also waives any liability upon MILLS SUPPLY CO./CON-QUIP for any direct, special, or consequential damages that Customer may suffer. In the event of damage to any equipment the Customer rents from MILLS SUPPLY CO./CON-QUIP, the Customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of MILLS SUPPLY CO./CON-QUIP. In the event the Customer rents any equipment, the Customer shall obtain insurance covering all risk of loss theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to MILLS SUPPLY CO./CON-QUIP."

CREDIT TERMS AND AGREEMENTS (Cont.)

KENTON COUNTY If the Customer fails to pay pursuant to the terms of this Agreement and MILLS SUPPLY CO./CON-QUIP elects to take legal action to collect this Account, ~~the Customer shall pay all costs incurred by MILLS SUPPLY CO./CON-QUIP, including, but not limited to, Attorney's fees, court costs, expert witness fees, sheriff's fees, special process server fees and bond costs.~~ The Customer assigns to MILLS SUPPLY CO./CON-QUIP as security for any indebtedness, incurred or to be incurred to MILLS SUPPLY CO./CON-QUIP, all of its existing or hereinafter acquired: accounts receivable, equipment, and inventory. This Agreement has been entered into in the Commonwealth of Kentucky and will be governed by the laws of the Commonwealth of Kentucky, without regard to conflict of laws principles. Any disputes which arise under this Agreement, even after the termination of this Agreement, will be heard only in the State or Federal courts located in ~~Metro Louisville, Commonwealth of Kentucky.~~ Customer and guarantors expressly agree to submit to the jurisdiction of the foregoing courts in ~~Metro Louisville, Commonwealth of Kentucky.~~ Customer and guarantors expressly waive any rights to contest the jurisdiction, venue or authority of any court sitting in the Commonwealth of Kentucky." *KENTON COUNTY*

Initials *JS*

The Customer authorizes any of its employees to sign a rental or purchase agreement for such equipment or material and agrees to be bound by all the terms of said agreement. In the event the Customer directs MILLS SUPPLY CO./CON-QUIP to deliver any equipment or material and the Customer does not have a representative present at the time of delivery, the Customer authorizes MILLS SUPPLY CO./CON-QUIP, to leave the equipment or material at the designated place of delivery. Upon said delivery, the Customer will be responsible for the equipment or material and shall be bound by the terms of MILLS SUPPLY CO./CON-QUIP customary written agreement."

If the Customer is not a corporation or limited liability company and there is a change in ownership of the Customer's business entity, the principle owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporated or sell the business, unless the Customer sends a written notice of said change in status by Certified Mail-Return Receipt Requested, to MILLS SUPPLY CO./CON-QUIP Personal liability shall continue for the account balance incurred before said notice is received."

Customer agrees to inspect all material and equipment immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless Customer gives MILLS SUPPLY CO./CON-QUIP written notice Certified Mail-Return Receipt Requested within three (3) days of delivery, Customer waives any claim against MILLS SUPPLY CO./CON-QUIP for any determinable deficiency or defect in said delivery or product and any objection to the amount of the invoice."

The parties agree that this is the entire agreement, that no oral representation or agreement has been made which would modify it or be a condition precedent or subsequent to the enforcement of this agreement and that it may not modified except by a writing signed by each of the parties."

By my signature below, I certify that I have been duly authorized to make this credit application on behalf of the above named Customer.

(X) _____ Print Name _____ Date _____

(X) _____ Print Name _____ Date _____

PERSONAL GUARANTY AGREEMENT

The undersigned Guarantors, as an inducement for Company, to extend credit to Customer, jointly, severally, and unconditionally guaranty payment and performance by the Customer in accordance with the terms of this agreement, and unconditionally guaranty payment and performance by the Customer in accordance with the above CREDIT TERMS AND AGREEMENTS, in the same manner and with like effect as if the Guarantors were principal parties to this agreement, and the Guarantors specifically waive all notices and demands to which the Guarantors might otherwise be entitled. The undersigned agree to remain bound on this guaranty notwithstanding any extension, renewal, indulgence, forbearance, waiver, release, discharge, or substitution of any collateral or security for the obligation. In the event of default, the Company may seek payment directly from the undersigned without need to proceed first against Customer, and the undersigned waive all suretyship defenses.

Signature: _____, Individually Signature: _____, Individually

Signature: _____, Individually Signature: _____, Individually

For Mills Supply Company Louisville customers please fax Credit App to 502-561-0180 or email to april@millssupply.net

For Mills Supply Company Nashville customers please fax Credit App to 502-561-0180 or email to marcstotz@millssupply.net

For Con-Quip customers please email Credit App to Theresa.Bailey@con-quip.com

REV



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

**THE KENTON COUNTY
BOARD OF EDUCATION**

1055 Eaton Drive, Fort Wright, KY 41017
859.344.8888 – Fax 859.344.1531
www.kenton.kyschools.us
Dr. Henry Webb, Superintendent

CREDIT REFERENCES

TRADE REFERENCES

LD Products

3700 Cover Street
Long Beach, CA 90808

Attention: Diana Athey
(888) 375-6648 EXT. 7092
dianaa@ldproducts.com

Design/Minuteman Press

33 Kenton Lands Road
Erlanger, KY 41018

Attention: Al Bailey
(859) 331-3354
minutemanpress@fuse.net

Federal Supply

1840 Airport Exchange Blvd., Suite 160
Erlanger, KY 41018

Attention: Amy Franklin
(859) 647-9500
AP@myfederalsupply.com

BANK REFERENCE

First Financial Bank

3580 Madison Pike
Edgewood, KY 41017
(859) 344-2900

IDENTIFICATION NUMBERS

State Tax Identification Number: B470
Federal Tax Identification Number: 61-6001301

Kenton County Board of Education

"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"