



# CREDIT APPLICATION

<input type="checkbox"/> <b>Port Huron</b> 2307 Lapeer Ave. Phone: 810-987-3020 Fax: 810-987-4074	<input type="checkbox"/> <b>Imlay City</b> 1936 S. Cedar St. Phone: 810-724-0501 Fax: 810-724-3608	<input type="checkbox"/> <b>Bad Axe</b> 707 N. Van Dyke Rd. Phone: 989-269-9261 Fax: 989-269-9821	<input type="checkbox"/> <b>Sandusky</b> 345 S. Elk St. Phone: 810-648-2051 Fax: 810-648-4877
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### APPLICANT INFORMATION:

Full Legal Name of Organization or Individual: \_\_\_\_\_

Social Security # or EIN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address(s): \_\_\_\_\_

Building Trade: \_\_\_\_\_ Building Trades License Number: \_\_\_\_\_

### TYPE OF ORGANIZATION (CHECK ONE):

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/Estate
<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Personal Account	<input type="checkbox"/> Other:	

### NATURE OF BUSINESS (CHECK ONE):

<input type="checkbox"/> Custom Builder	<input type="checkbox"/> Developer	<input type="checkbox"/> Remodeler	<input type="checkbox"/> Homeowner
<input type="checkbox"/> Commercial	<input type="checkbox"/> Installer/One-Stepper	<input type="checkbox"/> Employee	<input type="checkbox"/> Institution
<input type="checkbox"/> Contractor	<input type="checkbox"/> Renewal	<input type="checkbox"/> Other:	

**SALES TAX STATUS:**  Taxable  Exempt (Please provide a copy of your tax-exempt form.)

### OWNERS AND OFFICERS OF BUSINESS:

Name: _____	Title: _____
Date of Birth: _____	Social Security #: _____
Address: _____	City: _____ State: _____ Zip Code: _____
Phone #: _____	Email Address: _____
Name: _____	Title: _____
Date of Birth: _____	Social Security #: _____
Address: _____	City: _____ State: _____ Zip Code: _____
Phone #: _____	Email Address: _____

### BANK REFERENCES:

BANK #1	BANK #2
Bank Name: _____	Bank Name: _____
Branch: _____	Branch: _____
Account Name: _____	Account Name: _____
Type of Account: _____	Type of Account: _____
Account #: _____	Account #: _____

### LIST ALL LAWSUITS PENDING AGAINST THE ORGANIZATION, OWNER, OR OFFICER:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



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## LIST ANY JUDGEMENTS AGAINST THE ORGANIZATION, OWNER, OR OFFICER:

1.	
2.	
3.	

## TRADE REFERENCES:

Name: _____	Address: _____
City: _____	State: _____ Zip Code: _____
Phone #: _____	Fax #: _____ Email: _____
Name: _____	Address: _____
City: _____	State: _____ Zip Code: _____
Phone #: _____	Fax #: _____ Email: _____
Name: _____	Address: _____
City: _____	State: _____ Zip Code: _____
Phone #: _____	Fax #: _____ Email: _____

## LIST ASSETS OF BUSINESS:


## REQUESTED CREDIT LIMIT \$:

## PERSONS AUTHORIZED TO USE ACCOUNT:

1.	2.
3.	4.

### **Terms & Agreement**

If you are the land contract holder or owner of the land that a project or job is improving, then Michigan law requires:

- a) That a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws. That an electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. That a plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws.
- b) If the contractor is required to be licensed to provide the contracted improvement, that the contractor is so licensed.
- c) If a license is required, the contractor's license number
- d) Mortimer Lumber Residential Builders License # 2102155788

Terms of this account are:

1. **NET 10<sup>th</sup> PROX.** Balance due in full by the 10<sup>th</sup> of each month. Under no circumstances will Mortimer Lumber extend credit based on a "paid when paid" basis. Applicant is responsible to pay all amounts owed to Mortimer Lumber whether or not applicant is paid by its client/customer.
2. In exchange for the privilege of extending credit for purchases, accounts that are past due will be charged 2.08% per month (24.96% annual rate) in time price differential. If this amount is determined unenforceable, the time price differential on past due accounts shall be revised to the maximum amount allowable under the law.
3. Applicant is responsible for notifying Mortimer Lumber promptly of any changes in the information contained in this application.
4. Mortimer Lumber may revoke charging privileges at any time.
5. Applicant will provide financial statements within 7 days of written request.
6. If a renewal, this agreement applies to all open balances and accounts existing.
7. All returns of merchandise must be accompanied by an original invoice. A 25% restocking charge may be assessed by Mortimer Lumber on returned goods. Items which are not suitable for resale, based on the sole discretion of Mortimer Lumber, will not be accepted for return and no credit will be issued. Products that have been used, weathered, water soaked, or muddy are examples of merchandise that is not suitable for resale. Special order material is not returnable.



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8. Mortimer Lumber reserves the right to issue Notices of Furnishing, record, foreclose and/or enforce Claims of Lien and take such other action it deems necessary to secure payment or protect its right to payment for materials purchased on credit. Applicant shall be responsible for all costs incurred by Mortimer Lumber securing, protecting and/or collecting amounts owed to for items purchased on credit by Applicant, including, Mortimer Lumber's actual costs and attorney fees.
9. If placed for collection, applicant agrees to be responsible for actual attorney's fees and costs incurred.
10. Credit extended by Mortimer Lumber, if any, shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that in the event a legal action is filed concerning credit extended pursuant to this application, they waive their right to a jury trial. The parties further agree if there is any dispute, including claims, cross claims or counter claims, arising out credit extended pursuant to this application that requires legal action, such action shall be filed and decided in the court of appropriate jurisdiction located in St. Clair County, Michigan and the parties expressly consent to personal and subject matter jurisdiction with the same.
11. This application upon approval by Mortimer Lumber, contains the entire agreement between the applicant and Mortimer Lumber, superseding all prior and contemporaneous oral or written statements, promises, representations or agreements by applicant or Mortimer Lumber, unless they are set forth in writing and signed by the authorized representatives of the parties. No subsequent agreements, contracts, promises, or representations shall be binding or effective between applicant and Mortimer Lumber, unless set forth in writing and signed by the authorized representatives of the parties.

By signing this application, the undersigned is requesting Mortimer Lumber extend credit for the business and/or individual on the terms detailed in the application. The undersigned understands the information provided in this application will be used by Mortimer Lumber for the purpose of determining the amount of credit it is willing to extend, if any, to the business and/or individual and certifies all information provided is true and accurate. The undersigned consents to Mortimer Lumber contacting any references identified herein and authorizes such reference to release information concerning the creditworthiness of the business and/or individual to Mortimer Lumber. Unless waived, Mortimer Lumber requires owners of the business guarantee the obligations of the business as a condition to extending credit. If Mortimer Lumber approves this request to extend credit, the terms of such credit are as detailed in this application and the undersigned agrees to the same. Mortimer Lumber may, at any time and it is sole and absolute discretion, revoke or suspend credit extended for any reason or no reason. Mortimer Lumber reserves the right to request additional information from the applicant, at any time, which Mortimer Lumber deems necessary to determine whether credit will be approved or continued. Failure to provide such requested information may result in suspension or cancellation of the account.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>STORE USE ONLY:</b>
<p><b>Approved By:</b> _____ <b>Date:</b> _____ <b>Account #:</b> _____</p> <p><b>Store:</b> _____ <b>Salesman Assigned:</b> _____</p>



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## UNLIMITED AND UNCONDITIONAL PERSONAL GUARANTEE

\_\_\_\_\_, \_\_\_\_\_ ("Guarantor") in order to induce Mortimer and Son Lumber Company, Inc. ("Mortimer Lumber") to extend financial accommodations to \_\_\_\_\_ ("Company"), absolutely, irrevocably and unconditionally, guarantees the prompt performance when due, whether by acceleration or otherwise, of all debts, obligations, and liabilities of every kind and description, whether now owing or hereafter owed by the Company to Mortimer Lumber, including, all obligations arising out of credit extended to Company by Mortimer Lumber. This Guarantee is unconditional and absolute. Guarantor agrees to pay all Mortimer Lumber's costs incurred to enforce this guaranty, including attorney fees. This is a guarantee of payment and not of collection. This shall be a continuing guarantee and shall not be affected by any payment made by the Company.

If this Guarantee is signed by more than one person or if other persons or entities have executed separate guarantees of the Indebtedness, all such persons and entities acknowledge their obligations shall be joint and several. Each such person expressly authorizes Mortimer Lumber to proceed, in its sole and absolute discretion, against each or any of them, and further agrees if Mortimer Lumber proceeds against any of them, the others waive any defense of election of remedies and agree to continue to be liable under the terms of this guaranty for any amount remaining owing to Mortimer Lumber from the Company. Mortimer Lumber may proceed directly against Guarantor in the event of any default by the Company without resort to any other persons.

This Guarantee shall be binding upon Guarantor and Guarantor's heirs, estate, assigns, successors and representatives, and on any trust Guarantor has established or establishes as a grantor, and shall continue in effect until Guarantor delivers to Mortimer Lumber thirty days advance written notice of termination; provided, this Guarantee shall continue in effect after such notice with respect to all indebtedness owed to Mortimer Lumber up to and through thirty days after the date of such notice. This Guarantee is made under and shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that in the event a legal action is filed concerning this Guarantee they agree to hereby waive their right to a jury trial. The parties further agree if there is any dispute, including claims, cross claims or counter claims, arising out of the Guarantee that requires legal action, such action shall be filed and decided in the court of appropriate jurisdiction located in St. Clair County, Michigan and Guarantor expressly consents to personal and subject matter jurisdiction with the same.

<b>GUARANTOR #1</b>		
Printed Name: _____	Signature: _____	Date: _____
Address: _____	City: _____	State: _____ Zip Code: _____
Phone #: _____	Social Security #: _____	MI Drivers License #: _____
<b>BANKING INFORMATION:</b>		
Name: _____	Branch: _____	
Type of Account: _____	Account #: _____	
<b>WITNESS:</b>		
Printed Name: _____	Signature: _____	Date: _____
<b>GUARANTOR #2</b>		
Printed Name: _____	Signature: _____	Date: _____
Address: _____	City: _____	State: _____ Zip Code: _____
Phone #: _____	Social Security #: _____	MI Drivers License #: _____
<b>BANKING INFORMATION:</b>		
Name: _____	Branch: _____	
Type of Account: _____	Account #: _____	
<b>WITNESS:</b>		
Printed Name: _____	Signature: _____	Date: _____