



MIDWEST LUMBER

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Midwest Lumber & Supply, Inc.
DBA Midwest Lumber
1007 N. Orange Street
Butler, MO 64730

Midwest Lumber & Supply II, LLC
DBA Midwest Lumber
26712 S. Brick Plant Road
Harrisonville, MO 64701

Midwest Millwork & Truss, LLC
DBA Midwest Lumber
1007 N. Orange Street
Butler, MO 64730

APPLICATION FOR CREDIT

Name: _____ FEIN #: _____

Address: _____

City: _____ State: _____ Zip: _____

Business/Account Type: () Proprietorship () Partnership () LLC () Corporation () Individual () Other:

In State Of: _____ Year Established: _____ () Check if tax exempt, attach certificate & 149 form.

Main Contact: _____ Email: _____

Phone: _____ Cell: _____ Fax: _____

AP Contact: _____ Email: _____

Phone: _____ Cell: _____ Fax: _____

Statements: () Mail () Email Email Invoices: () Yes () No

Credit Limit Requested: \$ _____ PO Required: () Yes () No

Authorized Purchasers on Account: (Attach additional sheet if more).

1.) _____ 2.) _____ 3.) _____

4.) _____ 5.) _____ 6.) _____

Type of Improvement: () Residential () Multi-Family () Commercial () Remodel () Add-On () Other:

All remodels and/or add-ons must be accompanied by a "Consent of Owner" form.

LEGAL DESCRIPTION OF PROPERTY/DIRECTIONS TO CONSTRUCTION SITE: _____

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

For Office Use Only

CRSC:	PB:	Bank Ver.:	Tr. Ref.:	Approved: Yes () No ()
Customer Acct. #:	PL:	CL:	DD: Yes () No ()	Salesman:
Date Rec.:	Date Est.:	Page: 1.) I 2.) S/S 3.) I 4.) PG		Cred. App. Emp.:
DA: Yes () No ()	Terms:	Inv./Stmt. ()		AP:

PRINCIPAL OWNERS AND OFFICERS

Name: _____ Position: _____ SSN: _____
Home Address: _____

Name: _____ Position: _____ SSN: _____
Home Address: _____

Have you ever filed for bankruptcy? Yes () No () If Yes, date filed: _____ Where: _____

BANK REFERENCES

Bank: _____ Account #: _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

Construction Loan Bank: _____ Account #: _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

Loan Officer: _____ Loan Amount: \$ _____

TRADE REFERENCES

Supplier 1: _____ Account #: _____

Phone: _____ Fax: _____ Contact: _____

Address: _____

Supplier 2: _____ Account #: _____

Phone: _____ Fax: _____ Contact: _____

Address: _____

Supplier 3: _____ Account #: _____

Phone: _____ Fax: _____ Contact: _____

Address: _____

BY SIGNING BELOW YOU ARE AUTHORIZING MIDWEST LUMBER TO CHECK ANY CREDIT INFORMATION SOURCE AND VERIFY THE ACCURACY OF ALL INFORMATION YOU HAVE PROVIDED. IF MARRIED, SPOUSE'S SIGNATURE IS REQUIRED.

The undersigned represents they are authorized to execute this application on behalf of the business entity or individual applicant and agrees to the Terms & Conditions following. The undersigned representative agrees that any bank or trade supplier granting credit to the applicant is authorized to release such information as requested by Midwest Lumber. I/We authorize Midwest Lumber to run credit reports against the below listed individuals as required until further notice.

Signature of Applicant: _____ Date: _____

Print Name: _____ Title: _____

Signature of Joint Application/Spouse: _____ Date: _____

Print Name: _____ Title: _____

Terms & Conditions

Midwest Lumber is referred to as 'Supplier' throughout Terms & Conditions.

1. CUSTOMER OBLIGATIONS & TERMS OF CREDIT

Payments: Payments for all purchases are due within the statement terms (Payment due by 10th day of following month, finance charges assessed after 25th of month). **CASH AND CHECK ARE THE ONLY FORMS OF PAYMENT ACCEPTED TO PAY ON ACCOUNT.**

Late Payment Penalty: If any payment is not received by Supplier on or before the due date, customer shall be in default under the agreement and a late payment penalty may be added to the total of each overdue invoice in the amount not exceeding two percent (2%) per month of the total of each overdue invoice from the date following the due date until the balance is paid in full, or the maximum amount permitted by law. Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

Collections: In the event that Customer's account is placed in the hands of attorney(s) for collection, or for the representation of Supplier in connection with pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such attorney's fees, expenses, and court costs (whether or not litigation shall be commenced in aid thereof).

Customer Warranty: Customer represents to Supplier that the application and financial information provided to Supplier are true, complete, and accurate in all respects.

Delivery: Customer agrees that, at Supplier's discretion, materials may be delivered without a representative of Customer on site to acknowledge receipt of certain deliveries. However, in the event of damage or theft to said materials, customer assumes and acknowledges all responsibilities for payment on the delivered materials.

Update Info: Customer agrees to update credit application when requested by supplier in order to maintain account.

Minimum Annual Purchases: Customer agrees to purchase a minimum annual amount of \$1,500 in order to maintain charge account. If purchases fall below the minimum, account may be reverted to a cash account at suppliers discretion.

2. SUPPLIERS OBLIGATIONS

All prices, agreements, contracts, and delivery schedules are contingent upon Supplier's ability to procure materials. In the event the delivery is delayed due to cause beyond the Supplier's control, such as Acts of God, labor dispute, accidents, fire, weather, embargoes, car shortage, or other force major events, Supplier shall have no liability in connection with such delays. At suppliers discretion, supplier reserves the right to refuse service and terminate customers account at any time.

Shortages, Errors, and Defective Material: Defective materials, shortages of materials, order entry errors and shipping errors must be reported to the Supplier immediately upon delivery. Customer must inspect materials upon delivery and note any deficiencies on the delivery receipt, otherwise Customer is acknowledging that all materials were received in good condition. All defective material claims must be filed before installing or applying any finish thereto. When a customer or a customer's representative is not present at the job-site, Supplier's driver will sign the delivery ticket as acknowledgment of completed delivery and delivered material in good condition.

Changes, Cancellations, and Returns: No changes to or cancellation of specifically shop-built items (Non-Stock Items) will be accepted after the manufacture of such items has begun. Non-Stock items cannot be returned for a refund. *Non-Stock items are also referred to as special order items.* In-Stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier to sell products to Customer on credit terms or otherwise. Supplier may terminate the availability of credit to Customer at any time in its sole discretion and shall not be construed as a breach hereunder.

3. **TITLE TRANSFER AND RISK OF LOSS:** Title to the materials shall remain with Supplier until Customer receives physical possession of the materials either by pick up at a Midwest Lumber location, Midwest Lumber supplier, or a job site delivery.

4. **PERSONAL GUARANTY:** Supplier, at its sole option, may require prior to the acceptance of this agreement, or any time thereafter, one or more owners, officers, members or partners of the Customer, and their spouses, as the case may be, to enter into separate Personal Guaranty of Payment in form provided by Supplier. Supplier at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.

5. **CORPORATE STATUS:** Each person signing the Agreement on behalf of the Customer warrants that they are authorized to do so. If the Customer is not a corporation and subsequent to this Agreement Incorporates his business, with or without knowledge of the Supplier, the Customer agrees to be jointly and severally liable to the Supplier for all activities on the orders made through Supplier.

6. **CONTRACT DOCUMENTS:** Customer's agreement with Supplier is evidenced by the Credit Application, Consent to Owner, the Terms & Conditions contained herein, any price notification (and subsequent changes thereto) from Supplier to Customer, all invoices and permitted amendments, modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon receipt of the executed customer agreement and approval of the Customer's credit and forwarding of an agreement signed by the Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.

7. **GOVERNING LAW:** This agreement and the Contract Documents shall be governed by and constructed according to the laws of the State of Missouri.

8. **EQUAL OPPORTUNITY ACT:** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against any Customer based on race, color, religion, national origin, sex, marital status; age (provided a Customer has the capacity to enter into a binding contract). Derivation of part or all of a Customer's income assistance program, or a Customer is having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency, which administers compliance with the law concerning this creditor, is the Federal Trade Commission.

Personal Guaranty

I/We as signed and titled below, do sign for and in consideration of Midwest Lumber extending credit at my/our request. I/We hereby personally guarantee and bind myself/ourselves to pay any sum that may become due to Midwest Lumber by the Company, whenever the Company shall fail to pay the same. I/We authorize Midwest Lumber to run credit reports against the below-listed individuals as required until further notice.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Company. I/We do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

The undersigned's obligation shall remain effective and be enforced regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel or location of the company. The guaranty shall inure to the benefit of Midwest Lumber its successors of undersigned.

Signature of Guarantor (as an individual)

Signature of Guarantor (as an individual)

Name (Print)

Name (Print)

Home Address

Home Address

Social Security Number

Social Security Number

Home/Cell Phone Number

Home/Cell Phone Number

Email

Email

Witness

Witness

Name (Print)

Name (Print)

Company Name (Print)