

# Miller Wholesale Lumber Company

1700 SOUTH KACHINA DRIVE

TEMPE, ARIZONA 85281

(480) 731-9400

## CREDIT APPLICATION AND AGREEMENT

LEGAL NAME OF COMPANY:

BUSINESS ADDRESS:

CITY, STATE, ZIP:

PHONE:

EMAIL:

CELL:

CONTRACTOR'S  
LICENSE NO.:

FEDERAL TAX ID#:

ARIZONA TAX ID #:

### TO BE COMPLETED BY LIMITED LIABILITY COMPANY

DATE OF FORMATION:

STATE OF FORMATION:

NAME

SPOUSE

ADDRESS

DOB

SSN

MANAGING MEMBER:

OTHER MEMBERS—

LIST ALL NAMES: 1.

2.

3.

4.

### TO BE COMPLETED BY CORPORATION

DATE INCORPORATED:

STATE OF INCORPORATION:

NAME

SPOUSE

ADDRESS

DOB

SSN

PRESIDENT:

V. PRESIDENT:

SECRETARY/

TREASURER:

### TO BE COMPLETED BY SOLE PROPRIETORSHIP/PARTNERSHIP

DATE OF FORMATION:

LIST ALL OWNERS/PARTNERS OF BUSINESS AND THEIR SPOUSES, IF MARRIED:

OWNER/PARTNER

SPOUSE

ADDRESS

DOB

SSN

1.

2.

3.

4.

### SUPPLIERS

NAME:

PHONE:

FAX:

ADDRESS:

EMAIL:

NAME:

PHONE:

FAX:

ADDRESS:

EMAIL:

NAME:

PHONE:

FAX:

ADDRESS:

EMAIL:

### BANKING INFORMATION—Corporation/L.L.C./Sole Proprietorship/Partnership

LIST ALL BUSINESS ACCOUNTS

NAME

BRANCH

PHONE

ACCOUNT NO.

1.

2.

3.

### BANKING INFORMATION—Personal

COMPLETE FOR ALL L.L.C. MEMBERS, CORPORATE OFFICERS, OWNERS/PARTNERS.  
LIST ALL PERSONAL ACCOUNTS.

NAME

BRANCH

PHONE

ACCOUNT NO.

1.

2.

3.

**CREDIT APPLICATION AND AGREEMENT  
TERMS AND CONDITIONS**

1. This application and Agreement ("Agreement") is given by each undersigned Applicant ("Applicant") for the purpose of establishing or continuing credit with Miller Wholesale Lumber Company ("MWLC"). If married, Applicant states that he/she is also acting for and on behalf of his/her marital community. If Applicant is a business entity, Applicant's undersigned officer/director represents to MWLC that he/she has full authority to enter into this Agreement on behalf of Applicant, and consents to all of the terms and conditions stated herein. Applicant understands that all liability under this Agreement is and shall be joint and several, and that Applicant is a primary obligor to MWLC under the terms of this Agreement. As used in this Agreement, the word "Applicant" refers to each party who signs this Agreement not employed by MWLC.

2. Applicant warrants that all information supplied in this application is true and correct. Applicant understands that MWLC is relying upon Applicant's representations as stated herein in agreeing to extend credit to Applicant. **Applicant agrees to provide MWLC with written notice of any changes in the information provided by Applicant in this Agreement, including but not limited to any change in ownership, management or material change in Applicant's financial or marital condition. Applicant hereby authorizes MWLC to obtain any and all information it may deem necessary from any source concerning Applicant's credit worthiness, including but not limited to authorizing MWLC to investigate Applicant's credit record and to report to responsible persons and bureaus Applicant's performance under the terms of this Agreement.**

3. **Time is of the essence of this Agreement.** Applicant agrees to be liable for and pay all invoices received from MWLC as follows: **NET BALANCE DUE ON OR BEFORE THE TENTH (10TH) DAY OF THE MONTH FOLLOWING RECEIPT OF THE INVOICE.** Applicant agrees that these payment terms may not be modified in any way except in a writing signed by authorized agent of MWLC. Should Applicant fail to pay any amount when due, a finance charge shall be added to the amount then due at a rate of 2% per month from the date due until the amount is paid in full. **MWLC will not allow or authorize retainage of any kind.** Applicant authorizes MWLC to apply all payments and credits to any indebtedness owed by Applicant to MWLC in any manner MWLC, in its discretion, elects to apply payments. **Applicant understands that the terms and conditions of all bid proposals/invoices received by Applicant from MWLC during the term of this Agreement are incorporated into this Agreement by this reference. To the extent any terms and conditions in any bid proposals/invoices received by Applicant conflict with the terms and conditions of this Agreement, Applicant understands that this Agreement controls.**

4. Upon the occurrence of one or more of the following events of default, MWLC may, in its sole discretion, declare any balance due and owing from any Applicant immediately due and payable from all Applicants:

- a. The filing of a voluntary or involuntary petition in bankruptcy against any Applicant;
- b. The filing of any petition for the appointment of a receiver of any Applicant, or the commencement of any regulatory proceeding by any State or Federal agency against any Applicant;
- c. A change in management or control of any corporate/partnership/LLC Applicant, or a change in marital status of any individual Applicant;
- d. The commencement of any lawsuit by any person or entity against any Applicant; and
- e. Any other event that MWLC, in its sole discretion, deems adverse to any Applicant.

**Should any portion of this Agreement be held to be invalid, the remainder of the Agreement shall be given full force and effect.** All rights of MWLC stated in this Agreement are cumulative, and are in addition to any other rights or remedies provided by law.

5. If this Agreement is referred to an attorney or agency for collection, Applicant agrees to pay all reasonable attorneys' fees and court costs incurred by MWLC in attempting to collect this debt.

6. Applicant agrees that MWLC may amend the terms and conditions of this Agreement at any time by providing written notice to Applicant of any proposed amendment to Applicant's last known address. Applicant has seven (7) business days to notify MWLC in writing of any specific objections to the proposed amendment. If no specific written objection is received within that time, the amendment is deemed accepted, and becomes part of this Agreement. Should MWLC receive a timely objection to any proposed amendment, MWLC reserves the right to immediately terminate this Agreement and demand immediate payment of any balance then due from Applicant.

7. Applicant hereby grants to MWLC an irrevocable limited power of attorney allowing MWLC to negotiate any and all checks or negotiable instruments issued in the name of MWLC and Applicant jointly. If Applicant is a licensed contractor, Applicant agrees to furnish MWLC with copies of its contractor's license and license bond upon demand. **Applicant states that if an Arizona resale tax number is listed above, it is issued pursuant to Arizona's Sale and Use Tax Law. In the event that any material purchased from MWLC is sold by Applicant in the regular course of business, it is understood that Applicant is required by the Sales and Use Tax Law to report and pay the tax on any such sale.**

8. Applicant and MWLC agree that the exclusive jurisdiction and venue for any and all disputes between and among them arising out of this Agreement shall be in the State Courts of Maricopa County, Arizona, and that Arizona law shall apply to the interpretation and enforcement of the Agreement.

9. Applicant agrees to waive any claim not asserted in writing within five (5) days after delivery by MWLC for nonconformity to specifications or for nonconformity to quantity or quality ordered. It is specifically agreed that MWLC's liability for any express or implied warranty is limited to replacement of nonconforming material only. Applicant expressly waives all claims, except for replacement, against MWLC arising out of any transaction. MWLC disclaims any liability for the negative effects of the emergence of mold or mildew on its wood products since it is a naturally occurring process. MWLC further disclaims any duty to undertake any action to inspect, replace, remove or otherwise mitigate mold and mildew from the materials supplied by seller and/or any consequential damages.

**10. Applicant certifies and acknowledges that he/she has read, understands, and agrees to the terms and conditions of this Agreement as stated above. This Agreement shall not be accepted, or otherwise become effective, until signed by an authorized agent of MWLC.**

**AGREED:**

Name of Business Entity (Please Print)

Applicant's Signature

By: \_\_\_\_\_

Print Name

Its: \_\_\_\_\_

Applicant's Signature

Applicant's Signature

Print Name

Print Name

Applicant's Signature

Print Name

**APPROVED:**

Authorized Agent, MWLC

Dated