

T. C. Murphy Lumber Co., Inc.
3911 State Route 8
Wevertown NY 12886

tcmurphy@frontiernet.net
518-251-2424 phone
518-251-2427 fax

CREDIT APPLICATION & SALES AGREEMENT

All information **MUST** be completed. This Application/Agreement **MUST** be signed in ink. Please forward completed application to the address above to the attention of Accounts Receivable or fax to 518-251-2427.

COMPANY INFORMATION:

Full Legal Name of Corporation, Partnership or Sole Proprietorship

DBA

Address (Street, PO Box, City, State and Zip Code)

Business Is Corporation Partnership LLC Sole Proprietorship

State of Incorporation _____ Tax ID# _____

Date business began: _____ Telephone _____ Fax _____

Check if:

You have ever declared bankruptcy

A company in which you have had ownership has ever declared bankruptcy

You have any pending lawsuits against you or your company

PERSONAL INFORMATION / HOMEOWNER INFORMATION

List below the name of the individual, officers, partners, and/or sole proprietor.

Name: _____ Title _____

Home Address _____

Social Security # _____ Date of Birth _____

Home Telephone _____ Cell Phone _____

Name: _____ Title _____

Home Address _____

Social Security # _____ Date of Birth _____

Home Telephone _____ Cell Phone _____

CREDIT INFORMATION

Bank Name: _____ Branch: _____

Address: _____ Phone _____

Loan Officer Name: _____

Account Name: _____ Account number: _____

Type of Account Requested: COD Open Account Requested*\$ _____

*Credit may be increased or reduced at sole discretion of T. C. Murphy Lumber Co., Inc.

TRADE REFERENCES (please complete all information)

Name: _____

Address: _____

Account Number: _____ Phone: _____ Fax: _____

Name: _____

Address: _____

Account Number: _____ Phone: _____ Fax: _____

Name: _____

Address: _____

Account Number: _____ Phone: _____ Fax: _____

T. C. MURPHY LUMBER CO., INC. – TERMS OF CREDIT APPLICATION

- 1) **Promise to Pay** – Each person signing this application promises to pay us or anyone we designate the outstanding balance within 30 days after the due date of each month’s Statement or Invoice. You also agree to pay interest on any past due balance computed on the previous month’s ending balance of 2% per month, corresponding to an ANNUAL PERCENTAGE RATE OF 24% or the maximum allowed by law. You also agree to all the terms and conditions set forth on the written invoice.
- 2) **Dishonored Check Charge** - If you use a check to pay any amount owing under this Agreement and the check is not paid, you must pay a dishonored check charge of \$35.00. You also agree to the terms of the General Obligation Law, Section 11-104.
- 3) **No Notice or Loss of Rights** – We do not have to tell you if any amount owing under this Agreement is not paid by the day that it becomes due. We can do any of the following without telling you or losing any right against you: (a) accept a check or order marked “paid in full” or with similar language as a payment under this Agreement; or (b) give additional time for payment of any amount owing under the Agreement, regardless of the number of times we previously did so and regardless of the length of any additional time we previously have; or (c) exercise, delay exercising or give up any right against any person.
- 4) **Collection Costs** – If we hire an attorney or collection agency to collect the outstanding balance of your account because of your failure to timely pay us, you must pay the actual expenses, including but not limited to the reasonable attorney’s fees and costs, which we incur.
- 5) **No Assignment** – You cannot assign or transfer any of your rights under this Agreement. Any assignment by you will be ineffective.
- 6) **Changes** – No changes can be made to this Agreement except in writing that we have signed.

- 7) **Cancelling the agreement** – We can cancel this Agreement at any time. If we do, we will confirm our action in writing. This Agreement will be canceled on the day that we mail our notice. You can cancel this Agreement at any time. Your cancellation notice takes effect when we receive it. Your obligation to pay all amounts when owing to us according to the terms of this Agreement continues after this Agreement is canceled. Your cancellation of this Agreement must be made in writing and must be sent certified mail, return receipt requested, to us. Any cancellation that does not comply with terms and preceding sentence is invalid and unenforceable.
- 8) **What Law Applies** – This Agreement and our credit relation will be governed by New York State Law. Any legal action, including the original complaint or third party complaint, by or in the right of any party to this Agreement or any action arising or relating to this Agreement, including, but not limited to, a claim for payment under this Agreement, and also including any non-contract claim, shall be brought and maintained exclusively in a State or Federal Court of competent subject matter jurisdiction in Warren County, State of New York, and the parties hereby submit themselves to the personal jurisdiction and venue of those courts for the purpose of any such action and hereby waive and defense related to personal jurisdiction, process or venue brought in those courts.
- 9) **Responsibility** – You and everyone else signing this Agreement as a borrower will be, individually and together, liable under this Agreement and responsible for paying all amounts owed under it. We can sue anyone signing this Agreement to collect amounts owed under it even if we do not sue anyone else.
- 10) **Entire Agreement** – This Agreement is a complete Agreement between you and us concerning your Account. No other oral or written statements were made to induce you to sign this Agreement and you are not relying on any other statements when you decided to enter into this Agreement. If we do not immediately enforce one of our rights under this Agreement, it is not a waiver of such right and we are legally entitled to enforce such right at a later date.

All of the information given on this application is true, correct and complete. You are authorized to share credit information covering this application and any credit granted. As part of the credit investigation process, you may request a consumer report in connection with this application for credit or any credit update or renewal. Upon request, you will tell me whether or not a consumer report was obtained, and if such a report was obtained, you will furnish me with the name and address of the consumer reporting agency. I agree that you may retain this application whether or not credit is approved. I agree that you can contact any of my creditors and make any inquiries to permit you to make an informed decision whether to extend credit to me.

Signature: _____
Title: _____ Date: _____

Signature: _____
Title: _____ Date: _____

CONTINUING UNCONDITIONAL GUARANTEE

To induce T. C. Murphy Lumber Co., Inc. ("Murphy") to extend credit to

("Borrower"), the undersigned, his/her (their) heirs, successors and assigns hereby unconditionally guarantee(s) prompt payment of all obligations of Borrower whenever or however incurred under the above Credit Application/Agreement. The undersigned waive(s) presentment, demand, or notice of any kind with respect to Borrower's default or the undersigned's liability. The undersigned waive(s) errors and omissions of Murphy's administration of guaranteed debt, except acts in bad faith. No representations have been made to induce the undersigned execute this guarantee. This guarantee may not be changed except by a writing signed by Murphy. This guarantee shall remain in effect despite any change in the guaranteed debt, including change in the business structure of the Borrower. A notice of termination must be in writing and must be sent certified mail, return receipt requested, to us. Any written notice of termination that is not sent in the specified manner is invalid and unenforceable.

I/We have read and understand this guarantee.

Name: _____
Social Security #: _____
Address: _____
Signature: _____ Date: _____

Name: _____
Social Security #: _____
Address: _____
Signature: _____ Date: _____

The above must be signed before this application can be processed and reviewed.

COMPANY USE ONLY:

Accounting Codes: _____ R _____ 1 _____ 2
Account # _____ Credit Limit _____ Date _____