



info@tcmurphylumber.com · www.tcmurphylumber.com

3911 State Route 8
Wevertown, NY 12886
P: (518) 251-2424
F: (518) 251-2427

CREDIT APPLICATION & SALES AGREEMENT

All information MUST be completed. This Application/Agreement MUST be signed in ink.

COMPANY INFORMATION:

Full Legal Name of Corporation, Partnership or Sole Proprietorship

DBA

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

Date business began: _____ Telephone (____)____-____ Fax (____)____-____

Are You? Corporation____ Partnership____ LLC____ Sole Proprietorship____

State of Incorporation _____ Tax ID# _____ Exempt? Y or N

Email Address _____

Would you like? ____ Invoices emailed to the address listed above

____ Monthly Statements emailed to the address listed above

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

APPLICANT / CO-APPLICATION INFORMATION

Name: _____ Title _____

Home Address _____

Social Security # _____ - _____ - _____

Date of Birth ____/____/____

Home Telephone (____)____-____

Cell Phone (____)____-____

Email Address _____

Name: _____ Title _____

Home Address _____

Social Security # _____ - _____ - _____

Date of Birth ____/____/____

Home Telephone (____)____-____

Cell Phone (____)____-____

Email Address _____

Authorized person/s to charge to this account

Name: _____ Phone: (____)____-____

Name: _____ Phone: (____)____-____

Name: _____ 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

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.

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.

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.

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.

No Assignment – You cannot assign or transfer any of your rights under this Agreement. Any assignment by you will be ineffective.

Changes – No changes can be made to this Agreement except in writing that we have signed.

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.

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.

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 ever if we do not sue anyone else.

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

(“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.

In the event that my account goes out of terms, T. C. Murphy Lumber Co., Inc. has my authorization to apply charges on the following credit card account(s):

Name as it appears on Card: _____

Card# _____ Visa MasterCard Amex Discover

Exp. Date _____ Billing Zip Code: _____ CVV code: _____

Cardholder Signature: _____

<p>COMPANY USE ONLY: Accounting Codes: _____ R _____ 1 _____ 2 Account # _____ Credit Limit _____ Date _____</p>
