



COMMERCIAL CREDIT APPLICATION

Date: _____

Business Name: _____ Federal Tax ID: _____

Entity Status: _____ Sole Proprietorship _____ Partnership _____ Corporation _____ LLC Date Entity Est: _____

Mail Invoices/Statements to: _____

Physical Address: _____ Address _____ City _____ State _____ Zip _____

Date business started: _____ Address _____ City _____ State _____ Zip _____

P.O. Required? _____ Yes _____ No Est. Monthly Purchases: _____

Receivables Contact Person/Telephone Number: _____

Licensed Contractor: _____ Yes _____ No State and License #: _____

Has the corporation, any of the principals of the business or their spouses ever filed for Bankruptcy? _____ Yes _____ No

If so, when: _____ under what name and in what court: _____

PRINCIPAL(S) INFORMATION:

Telephone Numbers: Office: _____ Fax: _____

Owner/Officer Name: _____ Owner/Officer Name: _____

Title: _____ Title: _____

Home Phone: _____ Home Phone: _____

Mobile Phone: _____ Mobile Phone: _____

Soc. Sec. #: _____ Soc. Sec. #: _____

E-Mail: _____ E-Mail: _____

Table with 4 columns: Bank/Trade References, Address, Account #, Phone. Rows 1-4.

CREDIT TERMS & CONDITIONS

Unless otherwise stated in writing, credit terms are 1% 10th, net 11th.

Morrison Brothers Builder Center, LLC ("Morrison") and persons signing below ("applicant" or "guarantor"), also collectively referred to as "I/we", hereby agree as follows:

- 1. Morrison may impose a finance charge or late charge in the event of late payment. In this event, applicant agrees to pay a one and one-half percent (1½%) late charge per month on all past due balances. This is a maximum A.P.R. of eighteen percent (18%). In conformity with N.C.G.S. §24-5, the aforementioned rate also applies after judgment. Failure by Morrison to levy a finance or late charge shall not be construed as a waiver unless specifically agreed to in writing.
2. All prices are subject to change without prior notice. A Financial Statement may be requested at Morrison's sole discretion. Morrison reserves the right to discontinue shipments in the event information is obtained by Morrison which, in its sole discretion, Morrison deems to warrant termination of credit; to withdraw or amend any part or all on any quotation prior to acceptance; and to correct clerical errors of any type in this or subsequent agreements, invoices, or statements. The amount of credit Morrison extends is subject to change or limitation without notice, before or after delivery of an order. Payment in advance may be required as a condition precedent to delivery. Plan estimates and take offs are solely estimates and are not guaranteed.
3. In addition to other remedies available at law or in equity, I/we agree that Morrison may declare this account in default and demand immediate payment of all sums due on the account if any charge hereunder is not paid in full within 30 days.
4. Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. I/we agree(s) as evidenced by our signature(s) below that commencement of any action shall be brought in the county and/or venue of Morrison's choosing unless otherwise required by law.
5. I/we personally, unconditionally, and irrevocably agree to be directly and primarily liable to pay on demand all sums due, or that become due, including reasonable attorney's fees, interest, and costs which, may be incurred by Morrison in collection of this account.
6. Upon acceptance by Morrison, this application constitutes a sales and purchase agreement. The terms and conditions of this agreement shall apply to and govern all purchases of goods by the Applicant regardless of any terms of any preceding or subsequent purchase order(s) of the Buyer and regardless of any oral promises of any employee of Morrison, unless such terms and arrangement have been made by an officer of Morrison in writing and signed.
7. This agreement may be terminated by the customer upon written notice delivered via certified mail, return receipt requested to Morrison and upon payment in full of all outstanding balances due and owing on the account. Morrison may terminate credit as set out herein or by written notice to the customer.
8. The applicant agrees to notify Morrison in writing via certified mail, return receipt requested, within seven (7) days upon the change of any information given to Morrison in this Application, including company name or legal status.

9. Goods returned are subject to freight and handling charges and a reasonable restocking fee. In no event can special order materials be returned unless authorized by the manufacturer. Morrison reserves the right to inspect materials returned for credit and to reject materials which are soiled or damaged.
10. All claims related to nonconforming or defective goods or materials must be made in writing within five days of delivery. Any claims for adjustment or correction of billings must be made within five days of receipt of invoice.
11. I/we warrant(s) that the information contained in this credit application is true to the best of his/her/our knowledge. The applicant hereby represents that none of the credit extended by Morrison is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes. The applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Morrison shall be binding and have the same force and effect as the signed original. I/we agree(s) to be bound by this agreement for any orders of goods transmitted by electronic means to Morrison. **The applicant hereby authorizes Morrison to make inquiry of all trade and bank references listed herein for the purpose of evaluating creditworthiness.**
12. The undersigned hereby agree that I/we have read and fully understand the terms and conditions of this Agreement.
13. Delivery of merchandise to the construction site constitutes delivery to the customer regardless of whether Customer or its agent is on site at the time of delivery. Morrison will not be liable for delay in delivery resulting from a requirement of signatures on delivery tickets.

FCRA NOTICE: The undersigned authorize(s) and instructs **Morrison** to obtain a consumer credit report on owners and/or principals of the Applicant for the purpose of evaluation the creditworthiness of the Applicant, in connection with this Application. The undersigned as (an) individual(s) hereby acknowledge(s) consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization authorizing Morrison to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

Principal(s) Print and Sign Below:

Name: _____ Signature: _____ (Seal) Title: _____ Date: _____

Name: _____ Signature: _____ (Seal) Title: _____ Date: _____

CONTINUING PERSONAL GUARANTY

To induce Morrison Brothers Building Center, LLC ("Morrison") to extend credit and in consideration thereof, each of the undersigned ("Guarantor") personally, unconditionally, and irrevocably guarantees to Morrison the timely payment of all of the Applicant's present and future obligations to Morrison, even if said obligations are in excess of the established credit limit. Each Guarantor hereby waives any right to notice of the obligations incurred by Principal, and waives any right to require Morrison to pursue the Principal or any collateral. I/we waive notice of acceptance, presentment, demand, protest, and dishonor. No extension of time or other indulgence granted by Morrison will release or affect my/our obligations hereunder.

I/we personally, unconditionally, and irrevocably agree to pay on demand all sums due, or that become due, including reasonable attorney's fees, interest, costs, or expenses which may be incurred by Morrison by reason of default by Principal. **Credit terms are 1% 10th, net 11th.**

This guarantee may only be revoked by written notice to Morrison served via certified or registered mail, and any such revocation shall become effective 30 days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest at the contract rate of 1 1/2% per month (18% A.P.R.), costs, and such reasonable attorneys fees, as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein. This is a maximum A.P.R. of eighteen percent (18%). In conformity with N.C. Gen. Stat. § 24-5, the aforementioned rate also applies after judgment. The Principal agrees to notify Morrison in writing via certified mail, return receipt requested, within seven days upon the change of any information given to Morrison in this guaranty. This guaranty is a joint and several obligations on the part of the undersigned and shall bind their respective heirs, administrators, personal representatives, successors and assigns. Morrison may release or settle with any one or more of the guarantors at any time without affecting the continuing liability of the remaining guarantors.

FCRA NOTICE: The undersigned authorize(s) and instructs Morrison to obtain a consumer credit report on each of the undersigned for the purpose of evaluation the creditworthiness of the Applicant, in connection with this Application. The undersigned as (an) individual(s) hereby acknowledge consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization authorizing Morrison to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

_____ (Seal)	_____ Witness
Individually/Social Security #	
_____ (Seal)	_____ Witness
Individually/Social Security #	
_____ (Seal)	_____ Witness
Individually/Social Security #	
_____ (Seal)	_____ Witness
Individually/Social Security #	

MORRISON BROS. PROFESSIONAL BUILDING SUPPLY

267 Corban Avenue, SW
Concord, North Carolina 28025
Phone 704.792.2222 Fax 704.792.2255

Bank Authorization Release Form

Company Requesting Credit: _____

Address: _____

Bank Account #: _____ *Personal Account* *Business Account*

Authorization is hereby granted to permit the following financial institution to provide credit information on the above mentioned company:

Bank Name

Bank Contact

Bank Address

Bank Phone No.

Branch

Bank Fax No.

*Return to: Kristen Evans, Credit Manager
Morrison Brothers Building Center, LLC
P.O. Box 145
Concord, NC 28026-0145
kevans@morrisonbrothers.net*

Signature: _____

Printed Name & Title: _____

Date: _____

This form should be completed and returned along with the signed Commercial Credit Application

MORRISON BROS. EST. 1922 PROFESSIONAL BUILDING SUPPLY

https://docs.google.com/a/morrisonbrothers.net/spreadsheets/?pli=1&authuser=0&usp=sheets_web

As a customer of Morrison Brothers Building Center, we offer convenient access to iNet, an automated invoice and statement service. Simply provide us with an email address and gain 24/7 access to your account information... balance, payment status and invoice history are all at your fingertips. You can also choose to receive invoices daily or weekly, as you prefer, and a monthly statement by email. You may access iNet through our website, www.morrisonbrothers.net.

If you'd like to enroll, complete the information below, sign and return to Carrie Fountain via email (cfountain@morrisonbrothers.net), fax (704.792.2255), mail (267 Corban Ave., SW, Concord, NC 28025) or in person. If you return to her by email, please include "AUTO INVOICE" in the subject line. You will receive a confirmation once the account has been set up.

If you have any additional questions regarding this service, feel free to contact me or another member of our sales team. We hope that this added feature helps streamline your business.

Again, many thanks for your business.

Knox Morrison

iNet Enrollment Form

Please type or print clearly

User Name (no spaces)	Password (no spaces)	Ordering Access?	Account Access?
<i>*Sample*</i> cfountain1922	<i>*Sample*</i> fountainlumber1	<i>*Sample*</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>*Sample*</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
1.		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

STATEMENTS	Emailed <input type="checkbox"/> Yes <input type="checkbox"/> No	Mailed <input type="checkbox"/> Yes <input type="checkbox"/> No
CREDITS	Daily Credits <input type="checkbox"/> Yes <input type="checkbox"/> No	Weekly Credits <input type="checkbox"/> Yes <input type="checkbox"/> No
INVOICES	Daily Invoices <input type="checkbox"/> Yes <input type="checkbox"/> No	Weekly Invoices <input type="checkbox"/> Yes <input type="checkbox"/> No
ORDERS	Daily Orders <input type="checkbox"/> Yes <input type="checkbox"/> No	Weekly Orders <input type="checkbox"/> Yes <input type="checkbox"/> No

Name/Business Name: _____

Email Address: _____

Signature: _____ Date: _____