

# BISMARCK LUMBER COMPANY

2200 E Main Ave P.O. Box 427 Bismarck, ND 58502 Phone: (701)223-2145 Fax (701)224-8395

## CREDIT APPLICATION FOR A BUSINESS ACCOUNT/PERSONAL ACCOUNT

### BUSINESS CONTACT INFORMATION

Title		Date business commenced
Company name		<input type="checkbox"/> Sole proprietorship
Phone   Fax		<input type="checkbox"/> Partnership
E-mail		<input type="checkbox"/> Corporation
Registered company address City, State ZIP Code		<input type="checkbox"/> Other
Social Security #		

### BUSINESS AND CREDIT INFORMATION

City, State ZIP Code	Bank name:
How long at current address?	Primary business address City, State ZIP Code
Phone   Fax	Phone
E-mail	Type of account

### BUSINESS/TRADE REFERENCES

Company name	Phone
Address	Fax
City, State, ZIP Code	E-mail
Type of account	Other
Company name	Phone
Address	Fax
City, State, Zip Code	E-mail
Type of account	Other
Company name	Phone
Address	Fax
City, State ZIP Code	E-mail
Type of account	Other
Company name	Phone
Address	Fax
City, State ZIP Code	E-mail
Type of account	Other

### AGREEMENT

In Consideration of you're selling to me (us) personally or to my (our) firm or company on your charge plan, I (we) agree to the following regarding purchases:

1. All charge purchases are due for payment within 25 Days following the billing date as shown on the monthly statement. This credit is offered as a convenience that will allow us to make one payment for all charge purchases made during the previous month. This credit is not a monthly payment plan or revolving type credit plan.
2. While a FINANCE CHARGE is added to my account, if the balance is not paid within 25 days, such extension of credit is not encouraged. My balance must be paid in full within 25days, to avoid these FINANCE CHARGES and to comply with the Bismarck Lumber Company credit policy.
3. FINANCE CHARGE ARE COMPUTED BY THE FOLLOWING PERIODIC RATE: North Dakota, 1.5% per month (corresponding ANNUAL PERCENTAGE RATE OF 18%).

4. FINANCE CHARGE will be made on any unpaid balance after deduction of current payments, credits and allowance from the prior billing. A minimum monthly FINANCE CHARGE of \$1.00 will be assessed. I will be provided with a statement each month showing my outstanding balance at the last billing date, all payments and credits applied against the balance remaining unpaid shown as balance forward, the FINANCE CHARGE thereon, the amount of my current purchases, and the balance due.
5. Bismarck Lumber Company may in certain cases, place a materialmen's lien for materials or labor against real property, in order to secure payment.
6. If my account becomes delinquent and my account is referred to an attorney, I agree to pay Bismarck Lumber Company Reasonable attorney's fees and costs to the extent legally permissible.
7. Bismarck Lumber Company may at any time, with or without cause, terminate the right to make further purchases under this agreement or decrease credit limits established. I authorize Bismarck Lumber Company to investigate my personal credit worthiness for the purpose of establishing this account. My (our) signatures(s) on the reverse side of this form acknowledge(s) receipts of a copy of this disclosure statement and agreement to its terms.
8. The undersigned Guarantor(s) does hereby jointly, severally and unconditionally guarantee the performance of all of the Applicant's obligations to Bismarck Lumber Company including but not limited to the payment when due of any and all indebtedness incurred by Applicant to Bismarck Lumber Company, including interest thereon, and all extensions and renewals thereof, and agree to pay all costs and reasonable attorney's fees incurred in collecting the same or in enforcing this Guarantee of other Agreements from time to time proceed directly against Guarantor without first proceeding against Applicant of any security.
9. By submitting this application, you authorize BISMARCK LUMBER COMPANY to make inquiries into the banking and business/trade references that you have supplied.

### YOUR BILLING RIGHTS

Notify us in a case of errors or questions about your bill. If you think your bill is wrong, or if you need more information about a transaction on you bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: you name and your account number: the dollar amount of the suspected error and document number; describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item(s) that you are not sure about.

### PERSONAL GUARANTEE

The undersigned Guarantor(s) does hereby jointly, severally and unconditionally guarantee the performance of all of Applicant's obligations to Bismarck Lumber Company including but not limited to the payments when due of any and all indebtedness incurred by Applicant to Bismarck Lumber Company, including interest thereon, and all extensions and renewal thereof, and agree to pay all costs and reasonable attorney's fees incurred in collecting the same or in enforcing this Guarantee of other Agreements from time to time proceed directly against Guarantor without first proceeding against Applicant of any security.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### CERTIFICATE OF RESALE

I hereby certify that I hold \_\_\_\_\_ Sales Tax permit number \_\_\_\_\_.  
 I am engaged in the business of selling \_\_\_\_\_.

I further certify that the tangible personal property purchased from Bismarck Lumber Co. is purchased by me for resale

I FURTHER CERTIFY THAT I WILL REPORT AND REMIT ANY SALES OR USE TAX AND PENALTIES WHICH ATTACH AS A RESULT OF PURCHASES FROM BISMARCK LUMBER COMPANY WHICH ARE USED OR SONSUMED BY ME.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Dare

PLEASE CHOOSE ONE:    (    ) CHARGE US TAX  
                                   (    ) DO NOT CHARGE US TAX

### SIGNATURES

Signature	Signature
Name and Title	Name and Title
Date	Date