

**SIMONSON LUMBER**

**CREDIT APPLICATION AND AGREEMENT**

Business Information			Customer Information / Business Owner Information		
Name of Company <span style="float:right">DBA</span>			Name		
Bill To Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Phone Number	Fax Number		Phone Number	Fax Number	
Cell Number	Years in Business		Cell Number	Credit Amount Requested	
Federal Tax ID #	Credit Amount Requested		Social Security #		
Are You Exempt From Sales Tax? *	State Sales Tax #		Email Address		

\* If exempt from sales tax please attach a copy of Form ST-3

Ship To Address (if different than above)			
Street Address	City	State	Zip Code

Type of Account Please Check One:  Proprietorship  Partnership  Corporation  LLC  Personal  Other

If Account is a Partnership, Corporation or LLC, list information of all Partners or Officers not listed above, or spouse if a Personal account					
Name		Home Phone #		Name	
Street Address				Street Address	
City	State	Zip Code	City	State	Zip Code

Bank Reference / Lending Institution - Please indicate whom we should contact to verify financing					
Bank Name			Contact Person		
Street Address			Phone Number		
City	State	Zip Code	Bank Account #		

Account Type(s) - Please check all that apply:  Checking  Savings  Loan

Businesses Only: List Three (3) Business References. (Please list employment and personal references if this is a new venture)					
(1) Name		City	State	Zip Code	
Street Address		Phone Number	Fax Number or Email		
(2) Name		City	State	Zip Code	
Street Address		Phone Number	Fax Number or Email		
(3) Name		City	State	Zip Code	
Street Address		Phone Number	Fax Number or Email		

**Customer/Business Signature** - Business Accounts Must Also Sign Guarantor Section Below

The undersigned Customer expressly acknowledges that he/she/it has read understands and agrees to be bound in all respects by the terms and conditions set forth above and on the reverse side of this Application. The undersigned Customer authorizes Simonson Lumber ("Simonson") to investigate the references listed pertaining to its credit and financial responsibility. I/we declare that I/we have examined this Application and to the best of my/our knowledge and belief it is true, accurate and complete, and I/we further declare that I/we have authority to sign the Application on behalf of the above Customer.

Signed	Printed Name	Title	Date
Signed	Printed Name	Title	Date

**Guarantors** - Must be signed if this is a business account

In consideration of the extension of credit to Customer, the undersigned personally guarantees payment of any and all obligations of the Customer to Simonson Lumber and agrees to the Application's terms, including the Security Agreement, Payment Terms and Guaranty set forth on the reverse side.

Signed	Printed Name	Date
Signed	Printed Name	Date

**SECURITY AGREEMENT.** By executing this Agreement, Customer grants to Simonson a security interest in the goods and materials sold by Simonson ("Materials") to secure the payment of all amounts due from Customer to Simonson, including, without limitation, costs and expenses, including attorney's fees incurred by Simonson in enforcing its rights under this Agreement.

**PAYMENT TERMS.** Customer will receive an invoice from Simonson at the time of delivery and/or pick up of Materials.

- **All monthly statements are sent electronically to the email address provided unless other delivery method is requested.**

- Unless other agreement has been made in writing signed by Simonson, payment for Materials will be made by the 10<sup>th</sup> day of the month following the month in which materials are delivered (the "Payment Date").

**Any portion of the purchase price not paid by on or before the Payment Date shall accrue interest at a rate of 1 1/2% per month (18% Annual Percentage Rate) or the highest amount allowed by applicable law, whichever is less (the "Finance Charge"). We figure the finance charge on your account by applying the periodic rate to the amount you owe at the end of each cycle (including new purchases and deducting payments and credits made during the billing cycle). Our Billing Cycle ends on the 25<sup>th</sup> day of each month.**

- If any payment is not made when due, Simonson may discontinue sale and delivery of Materials to Customer.

- If any payment is not made when due, Customer agrees to pay Simonson's costs of enforcement and/or collection, including attorney's fees, court costs and other expenses. Customer agrees that legal action may be venued in Stearns County, Minnesota, District Court.

- If any payment is not made when due, Simonson may have the right to place a mechanic's lien on the property on which the Materials were used in addition to the Security Interest granted above.

**BILLING RIGHTS.** In 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 your bill, write us at the address shown on your bill 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:

- Your name and account number.

- The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**GUARANTY.** The parties signing this Application as guarantors (the "Guarantors") absolutely and unconditionally guarantee to Simonson the payment when due of all of Customer's obligations. This guaranty is continuing until receipt by Simonson of written notice of its revocation. However, notice of revocation will not relieve guarantor for the payment for any Materials delivered before or within 10 days after the receipt of the notice of revocation. Simonson reserves the right to discontinue sales and withhold delivery of Materials upon receipt of notice of revocation of a guaranty. Guarantors agree to pay Simonson's costs of enforcement and/or collection, including attorney's fees, court costs and other expenses. Customer agrees that legal action may be venued in Stearns County, Minnesota, District Court.

**DELIVERY.** Unless picked up by Customer, it is Customer's sole responsibility to arrange for receipt of the Materials at the time of delivery. Customer agrees that delivery at the location specified by Customer is not contingent upon Customer or its representative's presence and signature. Title and risk of loss for the Materials shall pass to Customer upon delivery. Simonson shall not be responsible for loss or damage to the Materials after delivery. Simonson will use its best efforts to deliver Materials at the time designated by Customer. However, Simonson shall not be liable for failure to deliver Materials in a timely manner.

Upon receipt of the Materials, Customer shall inspect the Materials as they are unloaded or picked up, as the case may be, and shall promptly notify Simonson of all damage in writing. Except as to damage which is concealed at the time of such inspection, Materials unloaded or picked up without damage recorded at the time of delivery or set out in writing to Simonson within five (5) days of pick-up or delivery shall be deemed delivered in good and satisfactory condition.

Customer agrees to indemnify and hold Simonson harmless from any claim for damage to other property of customer or any other person arising from the delivery of Materials.

**WARRANTIES.** Any and all Manufacturer's warranties and other warranties provided by law in regards to the Materials shall be transferred and applicable to Customer. EXCEPT FOR ANY MANUFACTURER'S WARRANTIES AND WARRANTIES OTHERWISE PROVIDED BY LAW, SIMONSON DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SIMONSON BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Simonson is not responsible for making, verifying or ensuring the accuracy of any field measurements for the Materials. Simonson shall rely solely upon any estimation or measurement by Customer in providing Materials to Customer.

**CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION.** Customer certifies that the information in this Application is true and correct on the date hereof and Simonson is authorized to rely on this information as a continuing representation of Customer in determining the amount and conditions of credit to be extended. Customer understands that Simonson may also utilize other sources of credit information that Simonson considers reliable in making this determination. Customer further authorizes all credit references listed above to rely on a photocopy of this Application and to release all credit and financial information concerning Customer requested by Simonson to establish and maintain Customer's credit line and to enforce this Application.

**NO WAIVER.** No failure by Simonson to enforce any right or privilege under this Agreement shall be deemed a waiver of such right or privilege; and no failure by Simonson to enforce one right or privilege under this Agreement shall be deemed to be a waiver of any other right or privilege under this Agreement. Waiver by Simonson of any provision of this Agreement in one instance shall not preclude future enforcement of that provision by Simonson.

**"SIMONSON LUMBER"** and **"SIMONSON"** mean and include Simonson Lumber Company of St. Cloud, Inc.; Simonson Lumber of Crosslake, Inc.; Simonson Lumber Company of Hutchinson, Inc.; Simonson Lumber of Crosslake, Inc. dba Simonson Lumber of Brainerd; Simonson Lumber of Alexandria, Inc.; Simonson Installation, Inc.; and Simonson Properties Company.