

MPC Cash-Way Lumber Lansing & Williamston

This Agreement and Guaranty hereunder cover all charges and costs incurred with MPC Cash-Way Lumber Co. and MPC Cash-Way Lumber Co. Williamston, Inc. or any division or subsidiary thereof ("MPC").

NAME _____
Applicant

PHONE _____

CURRENT ADDRESS:

IF CURRENT ADDRESS IS LESS THAN 1 YR., COMPLETE FOLLOWING:

No. Street

City State

Zip Code

No. Street

City State

Zip Code

Owner's Email: _____ Acct. Receivable's email: _____

TYPE OF BUSINESS:

- CORPORATION
- CO-PARTNERSHIP
- SOLE PROPRIETORSHIP
- INDIVIDUAL APPLICATION
- LIMITED LIABILITY COMPANY

BUSINESS BACKGROUND

CURRENT NAME ___ YRS.
PREVIOUS NAME _____
PO'S REQUIRED YES NO

BUILDER LICENSE INFO

REGISTERED NAME:
ATTACH COPY OF DRIVERS LICENSE & BUILDER POCKET CARD

Social Security # _____

Federal ID# _____

DRIVERS LICENSE # _____
Owner #1

DRIVERS LICENSE # _____
Owner #2

ARE THERE ANY OUTSTANDING JUDGMENTS AGAINST YOU? Yes No

CURRENT BANK: _____

Account Number _____

ADDRESS: _____ PHONE: _____

BANK CONTACT: _____

PRINCIPAL OWNERS, STOCKHOLDERS OR GENERAL PARTNERS:

NAME	ADDRESS	SOCIAL SECURITY #
_____	_____	_____
_____	_____	_____

PRINCIPAL SOURCES OF CREDIT:

NAME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned authorizes MPC to make all credit inquires that it deems reasonable and understand that you will retain this application whether or not it is approved and answer questions about your credit experience with me. The information on this form is correct and I understand that you are relying upon this information when deciding to give credit.

TERMS OF PAYMENT: ALL INVOICES ARE DUE IN FULL 30 DAYS FROM STATEMENT DATE. A TIME PRICE DIFFERENTIAL OF 1.5% PER MONTH (EFFECTIVE ANNUAL RATE OF 18%) OR THE MAXIMUM RATE OF INTEREST ALLOWED BY LAW, WHICHEVER IS LESS, WILL BE ADDED TO ALL PAST DUE AMOUNTS AS OF DATE OF PURCHASE. THE UNDERSIGNED APPLICANTS UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT.

TERMS OF SALE: All price quotations are valid only for materials shipped within 30 days indicated on the quotation or price list. All prices quoted without sales tax. Plans, estimates and take offs are solely estimates and are not guaranteed. The applicable invoice must accompany all returned materials which materials are subject to a handling charge. Special Orders are non-refundable. Delivery shall be made to a location per instructions of Applicant and if no instructions are given, delivery shall be at a location determined by MPC's delivery person. MPC shall not be liable for any damages to driveways, building,

sidewalks, plant material or similar items caused by delivery. MPC shall not be liable for failure of or delay in delivery resulting from causes beyond the control of MPC. Should delivery be to a site which results in MPC's delivery vehicle becoming stuck, Applicant shall pay the cost of towing or removal of the delivery vehicle. Applicant further authorizes MPC to retake possession of any materials it sold and are located on a job site, should it elect to do so but is not required to do so. After deducting for all costs to retrieve said materials, including a restocking charge of 25%, a net credit will be given for the returned materials. Applicant affirms that the owner of the property on which materials were located has given permission for the retaking of possession of said materials.

LIEN DOCUMENTATION: A Notice of Commencement must be furnished for each new project upon demand by MPC and waivers of lien will be furnished upon full payment.

NOTICE: A RESIDENTIAL BUILDER OR A RESIDENTIAL MAINTENANCE AND ALTERATION CONTRACTOR, IS REQUIRED TO BE LICENSED UNDER ARTICLE 24 OF ACT 299 OF THE PUBLIC ACTS OF 1980, AS AMENDED BEING SECTIONS 339.2401 TO 339.2412 OF THE MICHIGAN COMPILED LAWS. AN ELECTRICIAN IS REQUIRED TO BE LICENSED UNDER ACT NO. 217 OF THE PUBLIC ACTS OF 1956 AS AMENDED BEING SECTIONS 338.881 TO 338.892 OF THE MICHIGAN COMPILED LAWS. A PLUMBER IS REQUIRED TO BE LICENSED UNDER ACT NO. 266 OF THE PUBLIC ACTS OF 1929 AS AMENDED BEING SECTIONS 338.901 TO 338.917 OF THE MICHIGAN COMPILED LAWS.

AGREEMENT TO PAY COLLECTION COSTS: The applicant company promises to pay all costs of collection of all obligations of the company to MPC of any type or nature, including but not limited to open account, contract and construction liens, which costs shall include but not be limited to the actual and reasonable attorney fees of MPC incurred in connection with the collection of any past due amounts owed to MPC whether by suit being instituted for such purpose and collection following entry of judgment or otherwise incurred by Applicant. The amount owed to MPC for attorney fees shall be not less than one-third (1/3) of the amount owed which the Applicant company considers to be fair and reasonable or the actual reasonable costs & attorney fees, whichever are greater.

AUTHORIZED PURCHASERS: Applicant may elect to provide MPC with a written list of authorized purchasers on its account. Any person who is named by Applicant as an authorized purchaser shall remain an authorized purchaser until such time as Applicant has provided to the Manager of the MPC store a written notice that said person is no longer authorized to purchase and received a written receipt that the notice was received.

ELECTRONIC COMMUNICATIONS: MPC may elect to provide you with invoices and statements by email. If you do not receive an invoice or a statement by the 10th of the month following the date of purchase it is your obligation to contact MPC and request a written copy of any invoice or statement. If you believe any charge on an invoice or a statement is inaccurate it is your obligation to give notice of said inaccuracy in writing within 10 days of receipt and delivered to the manager of the store where the materials were ordered. Failure to do so will be considered an agreement the materials are acceptable.

ELECTRONIC SIGNATURE: If checked, you further agree that you have signed this Credit Application with one or more electronic signatures. You intend your electronic signature to have the effect of your written ink signature. You viewed and read the entire Credit Application and notices before you signed it. You received a paper copy of this Credit Application after it was signed. You understand that this Credit Application is in the electronic form that we will keep. We may rely on, and enforce, this Credit Application in the electronic form or as a paper version of the electronic form.

DATED: _____

SIGNED: _____
(Applicant or authorized representative)

PERSONAL GUARANTEE

THE UNDERSIGNED JOINTLY AND SEVERALLY, PERSONALLY GUARANTEE THE PAYMENTS OF ANY OBLIGATIONS OF ANY TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO COSTS AND ATTORNEYS INCURRED IN COLLECTION OF SAID OBLIGATIONS OWED BY SAID APPLICANT AND/OR CORPORATION. THIS GUARANTEE IS GIVEN IN CONSIDERATION OF, AND AS AN INDUCEMENT FOR THE EXTENSION OF CREDIT TO SAID APPLICANT AND/OR CORPORATION. SHOULD THE SPOUSE SIGN AS GUARANTOR HEREIN HE/SHE DOES SO BECAUSE HE/SHE IS PERSONALLY INTERESTED IN THE SUCCESS OF THE APPLICANT HEREIN. THIS GUARANTEE CANNOT BE REVOKED OR CANCELLED BY GUARANTOR WITHOUT THE EXPRESS WRITTEN CONSENT OF MPC.

GUARANTORS' SIGNATURE/HOME ADDRESSES: _____
(Guarantor sign above) (Guarantor sign above)

PRINTED NAME

STREET

CITY STATE ZIP

PHONE

PRINTED NAME

STREET

CITY STATE ZIP

PHONE

DO NOT SIGN THIS FORM IN BLANK. YOU ARE BOUND BY THIS DOCUMENT