



17383 County Road 75 NW  
Clearwater, MN 55320  
320.558.3333  
www.tricountylumber.com

**Dear Customer,**

Thank you for considering the Tri County Lumber Company for your building material needs. For your convenience, we offer charge accounts.

Attached to this letter is an application for a **Commercial** account. Please complete this form in its entirety. **A signature is required on page 3 at the bottom in the terms of payment area.** This is agreeing to our terms of payment.

The “Monthly Credit Requested” should be based on the nature of your business as well as your ability to pay. Please note: **This is not a revolving charge account and is payable in full by the 7th of the month following the date of billing.**

- If your business is a **Partnership**, each partner must sign both the application agreeing to the terms of the account and the personal guaranty. If necessary, additional forms can be obtained by calling the number below.
- If your business is **Incorporated**, and the account is to be set up in your corporate name, the attached Personal Guaranty **must** be signed by all officers of the corporation.

**The attached Bank Verification Form requires your signature only.** This form provides authorization for us to obtain a reference and/or verify funds at your bank or credit union. Failure to sign this form will result in application processing delays.

Thank you for taking the time to read this letter. If you have any questions about the application, please feel free to call Dave Ables, Cathy Cheatham or Jeremy Provo at 320.558.3333 or email [accounting@tricountylumber.com](mailto:accounting@tricountylumber.com)

Best Regards,

**Credit Department**



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<b>Business Name</b>			
<b>Mailing Address - Street, P.O. Box No.</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Legal Address - Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Business Phone</b>	<b>Cell Phone</b>	<b>Fax</b>	
<b>Email</b>			
<b>Explain:</b> <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <b>Year of Incorporation</b> _____			<b>Social Security Number or Tax I.D. Number</b>
<b>If partnership or sole proprietorship, identify all principals, using additional sheets if necessary. If a corporation, identify the President, Secretary and Treasurer and note titles accordingly.</b>			
<b>Principal's Name</b>	<b>Principal's Name</b>	<b>Principal's Name</b>	
<b>Title</b>	<b>Title</b>	<b>Title</b>	
<b>Social Security #</b>	<b>Social Security #</b>	<b>Social Security #</b>	
<b>Home Address</b>	<b>Home Address</b>	<b>Home Address</b>	
<b>Own / Rent</b>	<b>Own / Rent</b>	<b>Own / Rent</b>	
<b>Telephone #</b>	<b>Telephone #</b>	<b>Telephone #</b>	
<b>Name of any owners not already listed above</b>			
<b>Have you, a partner, co-owner, officer or a principal stockholder been declared bankrupt in the last 14 years?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, who &amp; where?</b> _____ <b>Year</b> _____			
<b>Applicant's Business</b> <input type="checkbox"/> Paint Contractor <input type="checkbox"/> Plumbing Contractor <input type="checkbox"/> Commercial Building Contractor <input type="checkbox"/> Residential Building Contractor <input type="checkbox"/> Building Contractor <input type="checkbox"/> Electrical Contractor <input type="checkbox"/> Other _____			
<b>Requested Monthly Credit</b> <b>Currently \$</b> _____ <b>In Future \$</b> _____			
<b>Net Worth \$</b>	<b>Annual Sales \$</b>	<b>No. Employees</b>	
<b>Date Business Started</b> <b>If Less than 1 year, indicate previous employment.</b>			
<b>Sales tax exempt (*include copy)</b> <b>Explain</b> <input type="checkbox"/> Permanent <input type="checkbox"/> Fishing <input type="checkbox"/> Farming <input type="checkbox"/> No <input type="checkbox"/> Yes (No. _____ ) <input type="checkbox"/> Resale <input type="checkbox"/> Contractor's Exemption			

BANK REFERENCES		
<b>Checking Account</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Account Number</b>	<b>Bank &amp; Branch Address</b>
<b>Savings Account</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Account Number</b>	<b>Bank &amp; Branch Address</b>
<b>Business Loan</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Account Number</b>	<b>Bank &amp; Branch Address</b>
<b>Construction Loan</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Account Number</b>	<b>Bank &amp; Branch Address</b>
<b>Other Financial Accounts e.g., Stocks, Bonds, Mutual Funds, IRA's or CD's</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, list:</b> _____		
<b>Are you a co-maker, endorser or guarantor of any loan or contract or do you have other obligations?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, explain on separate sheet.</b>		
<b>Other Building Material Suppliers</b> <b>Name &amp; Address</b>		
<b>Other Building Material Suppliers</b> <b>Name &amp; Address</b>		
<b>Other Business References</b> <b>Name &amp; Address</b>		

Sales Person Initials / Branch  
 \_\_\_\_\_ / \_\_\_\_\_

**APPLICANT'S SIGNATURE IS REQUIRED ON THE FOLLOWING PAGE.**



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OTHER ASSETS		
Real Estate Owned		
Location of Real Estate	Parcel 1 location:	Co-owner parcel 1:
Real Estate Owned		
Location of Real Estate	Parcel 2 location:	Co-owner parcel 2:
Large Items of Personal Property e.g., Heavy Equipment, Recreational Vehicles		
<input type="checkbox"/> Yes <input type="checkbox"/> No   If yes, what are they?		

**PERSONS AUTHORIZED TO CHARGE TO THIS ACCOUNT ARE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERSONS AUTHORIZED TO CHARGE MAY BE CHANGED BY WRITTEN NOTICE TO THE CREDIT DEPARTMENT**

**NOTICE TO APPLICANT(S),** You are applying for a charge account with the Tri County Lumber Company. You represent and warranty that all information given by Applicant(s) in this application is true and accurate purpose of obtaining credit; Tri County Lumber is entitled, but not required, to rely thereon as well as is authorized to obtain credit reports, histories, and scores from credit reporting agencies in connection herewith, and to contact credit references provided by Applicant(s) related to this application and without additional notice while the account is open; Applicant(s) hereby authorize references provided as a part of this application to release and discuss with Tri County Lumber relevant information and credit experience pertaining to Applicant(s) and further authorize Tri County Lumber to use information gained from any source referenced herein, in addition to other sources not listed here, in its credit decisions, and to retain this application, whether or not credit is extended to Applicant(s), and to answer future questions about its credit experience with the Applicant(s) in response to inquiries from other creditors; Tri County Lumber, upon request, will inform Applicant(s) whether or not credit reports were obtained, and if reports were obtained will identify by name and address the consumer reporting agency that furnished the report.

**TERMS OF AGREEMENT AND PAYMENT** - This Charge Account Agreement is between Tri County Lumber Company (collectively "Tri County Lumber"), and the undersigned Applicant(s). Applicant(s) agree to each of the following material terms: To pay in full all amounts due to Tri County Lumber by the 7th of the month following the date of billing. **Amounts not paid within 30 days of the date of billing will be assessed late payment charges in the amount of \$25.00 plus interest on the unpaid balance at the rate of 1.5% per month (18% annual rate) and may be turned over for collection or other legal action.** In the event of default, Applicant(s) will pay all collection costs including attorney's fees incurred by Tri County Lumber. This Agreement does not create a line of credit. Tri County Lumber reserves the right to close, limit, or suspend account privileges at any time. A job name is to be given, and the destination of all materials will be shown on all sales slips. **The undersigned Applicant(s) hereby personally and unconditionally guarantee payment of all amounts due to Tri County Lumber under this Agreement and for all amounts due for purchases, goods, and services furnished by Tri County Lumber to any co-Applicant and any corporation, LLC, or other entity formed by the Applicant(s) after the date of this Agreement. By signing this form, the undersigned Applicant(s), jointly and severally, agree to all the terms herein, including in the Notice to Applicant(s) paragraph, hereby incorporated herein by reference.**

**X** \_\_\_\_\_ **CUSTOMER SIGNATURE REQUIRED** \_\_\_\_\_ **DATE**

**X** \_\_\_\_\_ **CUSTOMER SIGNATURE REQUIRED** \_\_\_\_\_ **DATE**

**X** \_\_\_\_\_ **CUSTOMER SIGNATURE REQUIRED** \_\_\_\_\_ **DATE**



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**PERSONAL GUARANTY**

As consideration for any charging privileges extended pursuant to the attached Charge Account Agreement by the Tri County Lumber Company. (Hereinafter "Tri County Lumber"), to \_\_\_\_\_ (Name of Business) of \_\_\_\_\_ (Address) (hereinafter "Applicant") for the purchase of building materials, supplies, and services from **Tri County Lumber, each of the undersigned, jointly and severally, Hereby absolutely and unconditionally guarantees to Tri County Lumber, including its successors and assigns, the timely payment when due of all invoices issued and credit extended to Applicant, as now existing or as may hereafter extended, including but not limited to principal, late charges, attorneys fees, and costs of collection or enforcement.**

The undersigned hereby represents that they have an ownership interest in or other financial relationship with Applicant and will derive a substantial benefit as a result of the extension of charging privileges to Applicant and hereby covenants under seal not to assert failure of consideration (or any similar bar to enforcement for lack of benefit) as a defense to this personal guaranty. This is a continuing guaran-tee. Each of the undersigned will be liable for all debts of Applicant to **Tri County Lumber** existing now or arising in the future, including but not limited to any and all amounts that may be rescinded, repaid, disgorged, returnable or dischargeable in bankruptcy, or may be subject to assignment for the benefit of creditors by Applicant. Upon insolvency or bankruptcy of Applicant, all charging privileges ex-tended and invoices issued become immediately due and payable. If Applicant fails to timely pay in full any financial obligation owed to **Tri County Lumber** in strict compliance with the terms of the Applicant's Charge Account Agreement, the undersigned unconditionally guarantee to pay **Tri County Lumber** the amount due as if the amount owed by Applicant were the undersigned's own debt. The under-signed agree to pay the amount due in full within 10 business days of receiving a written demand for payment from **Tri County Lumber**. **Tri County Lumber** shall not be required to make any demand of or pursue or exhaust any of its rights or remedies against Applicant, or others, before making any demand for payment upon the undersigned and/or proceeding with collection action against the undersigned.

The Undersigned expressly hereby waive the following: (1) any notice of the issuance of any credit or invoice to Applicant at any time or the modification or re-issuance of any credit or invoice, (2) any and all presentment, demand for payment, protest, dishonor, nonpayment or other default (3) any right to require suit against Applicant or any other party before enforcing this personal guaranty, (4) any and all rights or defenses waived by Applicant, (5) recourse to all suretyship and guarantorship defenses, and (6) any right of subrogation to Tri County Lumber's rights against Applicant until the debt owed by Applicant has been paid in full. The undersigned agree that Tri County Lumber is allowed to deal freely with Applicant, for instance by extending the time for payment.

The undersigned hereby agree to provide Tri County Lumber, upon demand, financial statements setting forth in reasonable detail the assets, liabilities and net worth(s) of the undersigned. The undersigned hereby authorize Tri County Lumber to check cred-it references and obtain personal credit reports regarding the undersigned from time to time. This obligation to provide financial statements and authorization to obtain credit references exists only as long as Applicant's obligation to Tri County Lumber remains unpaid. This personal guaranty may not be revoked by the undersigned without written consent from Tri County Lumber

This guaranty shall be governed by the laws of the State of Minnesota, without regard to conflict of law principles, and each undersigned irrevocably and exclusively consents to venue and the personal jurisdiction of the state and federal courts located within the State of Minnesota, for all legal proceedings related to this guaranty, unless the goods or services at issue involve transactions that occurred entirely in Minnesota. **JURY TRIAL WAIVER. THE UNDERSIGNED EXPRESSLY, VOLUNTARILY, INTENTIONALLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN RESPECT OF ANY CLAIM BASED HEREON OR ARISING HEREUNDER, WHICH WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR TRI COUNTY LUMBER TO ACCEPT EACH UNDERSIGNED'S GUARANTEE AND EXTEND CREDIT TO APPLICANT.**

Date: \_\_\_\_\_ **X** \_\_\_\_\_  
 SIGNING PERSONALLY

\_\_\_\_\_ PLEASE PRINT

Date: \_\_\_\_\_ **X** \_\_\_\_\_  
 SIGNING PERSONALLY

\_\_\_\_\_ PLEASE PRINT

Date: \_\_\_\_\_ **X** \_\_\_\_\_  
 SIGNING PERSONALLY

\_\_\_\_\_ PLEASE PRINT

**PERSONAL GUARANTY • SIGNATURE(S) REQUIRED**



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I/We authorize any information concerning my/our bank accounts to be disclosed to the Tri County Lumber Company for credit purposes. This would include any loans that we have with you and also verification of financial information in my/our checking, savings or certificates.

**X**

**CUSTOMER SIGNATURE**

**DATE**

<b>DATE:</b>	<b>REFERENCE:</b>
<b>TO:</b>	<b>NAME:</b>
	<b>ADDRESS:</b>
	<b>CITY/ZIP:</b>
	<b>STATE:</b>
	<b>SOCIAL SECURITY#:</b>

We appreciate your help in giving us a credit reference on the above customer. This information is strictly confidential and will be kept in the customer's file. The customer's authorization appears at the top of this form.

**PLEASE VERIFY ANY AND ALL CHECKING ACCOUNTS**

CHECKING ACCOUNT <input type="checkbox"/> _____	CHECKING ACCOUNT <input type="checkbox"/> _____
NSF Checks? _____	NSF Checks? _____
Date Opened _____	Date Opened _____
CURRENT BALANCE \$ _____	CURRENT BALANCES\$ _____

**PLEASE VERIFY ANYANDALLSAVINGSACCOUNTS**

SAVINGS ACCOUNT <input type="checkbox"/> _____	SAVINGS ACCOUNT <input type="checkbox"/> _____
Date Opened _____	Date Opened _____
CURRENT BALANCE \$ _____	CURRENT BALANCES\$ _____
CDs <input type="checkbox"/> (Total Value) \$ _____	

**PLEASE VERIFY LOAN ACCOUNTS ASINDICATED BELOW**

CONSTRUCTION LOAN <input type="checkbox"/> _____	COMMERCIAL LINE OF CREDIT <input type="checkbox"/> _____
Date Opened _____	Date Opened _____
Loan Amount\$ _____	Loan Amount\$ _____
Balance <b>Available</b> \$ _____	Balance <b>Available</b> \$ _____

HOME EQUITY LOAN or LINE OF CREDIT <input type="checkbox"/>	REAL ESTATE MORTGAGE <input type="checkbox"/>
Date Opened _____	Date Opened _____
Loan Amount\$ _____	Loan Amount\$ _____
Balance <b>Available</b> \$ _____	Balance <b>Available</b> \$ _____

_____	_____	_____
Authorized Bank Signature	Title	Date