



**McCray Lumber/ McCray Millwork
Credit Application**

Customer Account Number:		Salesperson:	
Check Here: Business Account <input type="checkbox"/>		Personal Residence/Individual Account <input type="checkbox"/>	
Account Name:			
DBA (if applicable):			
Phone: ()		Cell Phone: ()	Fed ID#
Email address:			
AP Name and Contact Number:			
Billing Address:			
City:		State:	ZIP Code:
Street Address:			
City:		State:	ZIP Code:
Business Type: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other:			
<input type="checkbox"/> Corporation		In State of:	Year Established:
If Tax Exempt, Check Here <input type="checkbox"/> and attach a copy of tax exemption certificate			
Primary Type of Construction: <input type="checkbox"/> Residential <input type="checkbox"/> Multi - Family <input type="checkbox"/> Commercial			
<input type="checkbox"/> Remodel <input type="checkbox"/> Restoration <input type="checkbox"/> Outdoor living <input type="checkbox"/> Other:			
Credit Limit Requested:		PO Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Average Annual Sales:		Authorized Buyers (Attach separate list) :	
PRINCIPAL OWNERS AND OFFICERS			
Name:		Position:	
Social Security Number:			
Home Address:			
City:		State:	ZIP Code:
Name:		Position:	
Social Security Number:			
Home Address:			
City:		State:	ZIP Code:
Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, Date Filed:		Where:	

Credit Application		
BANK & TRADE REFERENCES		
Bank:	Account Number:	
Phone: ()		
Email:		
Address:	Contact:	
City:	State:	ZIP Code:
Construction Loan Bank:	Account Number:	
Phone: ()		
Email:		
Address:		
City:	State:	ZIP Code:
Loan Officer:		
CREDIT REFERENCES		
Supplier 1:	Account Number:	
Phone: ()		
Email:		
Address:		
City:	State:	ZIP Code:
Supplier 2:	Account Number:	
Phone: ()		
Email:		
Address:		
City:	State:	ZIP Code:
Supplier 3:	Account Number:	
Phone: ()		
Email:		
Address:		
City:	State:	ZIP Code:
<p>The undersigned represents they are authorized to execute this application on behalf of the business entity or individual applicant and agree to the Terms and Conditions following. The undersigned representative agrees that any bank or trade supplier granting credit to the applicant is authorized to release such information as requested by McCray Lumber / McCray Millwork.</p>		
Signature of Applicant:	Date:	
Print Name:	Title:	
Signature of Joint Applicant:	Date:	
Print Name:	Title:	

Terms and Conditions

1. Customers Obligations

- A. **Payments.** Payments for all purchases are due within the terms shown on each invoice.
- B. **Late Payment Penalty.** If any payment is not received by Supplier on or before the due date, Customer shall be in default under the agreement and a late payment penalty may be added to the total of each overdue invoice in the amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the balance is paid in full, or the maximum amount permitted by law. Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.
- C. **Collection Costs.** In the event that Customer's account is placed in the hands of attorney(s) for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings related to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorney's fees, expenses and court costs (whether or not litigation shall be commenced in aid thereof).
- D. **Customer Warranty.** Customer represents to Supplier that the application and financial statements provided to Supplier are true, complete and accurate in all respects.
- E. **Delivery.** Customer agrees that, at Supplier's discretion, materials may be delivered without a representative of Customer on site to acknowledge receipt of certain deliveries. However, in the event of damage or theft to said materials, customer assumes and acknowledges all responsibilities for payment on the delivered materials.

2. Supplier's Obligations.

- A. All prices, agreements, contracts and delivery schedules are contingent upon supplier's ability to procure materials. In the event the delivery is delayed due to a cause beyond Supplier's control, such as Acts of God, labor dispute, accidents, fire, weather, embargos, car shortage, or other force majeure events, Supplier shall have no liability in connection with any such delays.
- B. **Shortages, Errors and Defective Material.** Defective materials, shortages of materials, order entry errors and shipping errors must be reported to Supplier immediately upon delivery. Customer must inspect materials upon delivery and note any deficiencies on the shipping document provided to the Customer at the time of delivery. By signing the delivery receipt, Customer is acknowledging that all materials were received in good condition. All defective material claims must be filed before installing or applying any finish thereto.
- C. **Changes, Cancellations and Returns.** No changes to or cancellation of specially or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock item may be returned for a refund. In-Stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier and, if approved for return, Customer will receive a refund on the net invoice price.

- D. No Sale Obligation.** Nothing herein shall be construed as an agreement by or obligation of Supplier to sell products to Customer on credit terms or otherwise. Supplier may terminate the availability of credit to Customer at any time in its sole discretion and shall not be construed as a breach hereunder.
3. **Title Transfer and Risk of Loss.** Title to the materials shall remain with Supplier until Customer receives physical possession of the materials either by pick up at a McCray location, McCray supplier, or a job site.
 4. **Personal Guaranty.** Supplier, at its sole option, may require prior to the acceptance of this agreement, or any time thereafter, one or more owners, officers, members or partners of the Customer, and their spouses, as the case may be, to enter into separate Personal Guaranty of Payment in form provided by Supplier. Supplier at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.
 5. **Corporate Status.** Each person signing the Agreement on behalf the Customer warrants that they are authorized to do so. If the Customer is not a corporation and subsequent to this Agreement Incorporates his business, with or without knowledge of the Supplier, the Customer agrees to be jointly and severally liable to Supplier for all activities on the orders made through Supplier's online ordering system by anyone using the user name and password of an employee or agent of Customer.
 6. **Contract Documents.** Customer's agreement with Supplier is evidenced by the Credit Application, the Terms and Conditions contained herein, any price notification (and subsequent changes thereto) from Supplier to Customer, all invoices and permitted amendments, modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon receipt of the executed customer agreement and approval of Customer's credit and forwarding of an agreement signed by Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.
 7. **Governing Law.** This agreement and the Contract Documents shall be governed by and construed according to the laws of the State of Kansas/Missouri.
 8. **Equal Credit Opportunity Act.** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against any Customer based on race, color, religion, national origin, sex, marital status; age (provided a Customer has the capacity to enter into a binding contract). Derivation of part or all of a Customer's income assistance program, or a Customer is having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency, which administers compliance with the law concerning this creditor, is the Federal Trade Commission.

Personal Guaranty

I/We as signed and titled below, do sign for and in consideration of McCray Lumber / McCray Millwork extending credit at my/our request, I/We hereby personally guarantee and bind myself/ourselves to pay any sum that may become due to McCray Lumber / McCray Millwork, by the Company, whenever the Company shall fail to pay the same. I/We authorize McCray Lumber / McCray Millwork to run credit reports against the below-listed individuals.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Company. I/We do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

The undersigned's obligation shall remain effective and be enforced regardless of any subsequent incorporation, reorganization merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel or location of the company. The guaranty shall inure to the benefit of McCray Lumber / McCray Millwork its successors of undersigned.

Signature of Guarantor (as an Individual)

Signature of Guarantor (as an Individual)

Name (Please Print)

Name (Please Print)

Home Address

Home Address:

Social Security Number

Social Security Number

Home Phone Number

Home Phone Number

Cell Phone Number

Cell Phone Number

Email

Email

Witness

Name (Please Print):

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

CI 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00	Name (as shown on your Income tax return)	
	Business name, if different from above	
	Check appropriate box: D Individual/Sole proprietor D Corporation D Partnership D Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) _____ D Other (see instructions)	D Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

••r.n ●● Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person .._	Date .._
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,