
	<b>McCray Lumber/ McCray Millwork Credit Application</b>	
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:
Please select one of these options for invoices to be sent:		
<input type="checkbox"/> Mail		
<input type="checkbox"/> Email address _____		
<input type="checkbox"/> Fax # _____		

<b>Credit Application</b>	
<b>BANK &amp; TRADE REFERENCES</b>	
Bank:	Account Number:
Phone: (    )	Fax: (    )
Email:	
Address:	Contact:
City:	State:                      ZIP Code:
Construction Loan Bank:	Account Number:
Phone: (    )	Fax: (    )
Email:	
Address:	
City:	State:                      ZIP Code:
Loan Officer:	
<b>CREDIT REFERENCES</b>	
Supplier 1:	Account Number:
Phone: (    )	Fax: (    )
Email:	
Address:	
City:	State:                      ZIP Code:
Supplier 2:	Account Number:
Phone: (    )	Fax: (    )
Email:	
Address:	
City:	State:                      ZIP Code:
Supplier 3:	Account Number:
Phone: (    )	Fax: (    )
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 following Terms and Conditions. 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. **Delays.** 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 specialty, custom 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 execute a separate Personal Guaranty of Payment in the 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 or Missouri based upon the location of the real property where the materials are delivered or incorporated therein. The parties agree that jurisdiction for any action is proper in the county where the real property is located
  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, or assigns.

\_\_\_\_\_  
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.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
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## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*