



HAINES, JONES  
& CADBURY, LLC

MAIL ORIGINAL APPLICATION TO:  
2706 SE Otis Corley Dr., Suite 6  
Bentonville, AR 72712-4272  
E Fax: 484-398-6634

## APPLICATION FOR COMMERCIAL CREDIT

### HAINES, JONES & CADBURY, LLC

APPLICANT			
Applicant – Business or Corporate Name:		Additional Trade Name (D/B/A):	
Business Street Address	City	State	Zip
Billing Street Address (if different)	City	State	Zip
Business Telephone No.	Business Fax No.	Year Business Was Established	
Business Email Address	Contractor's License No.	Federal Tax ID #	
Applicant is Engaged in the Business of:		...Usual Relationship to Projects: <input type="checkbox"/> OWNER <input type="checkbox"/> PRIME/GENERAL CONTRACTOR <input type="checkbox"/> CONSTRUCTION MANAGER <input type="checkbox"/> SUB-CONTRACTOR	
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government Agency		Are you certified as a: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> None	
Business Building is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased	If Company is: <input type="checkbox"/> Subsidiary <input type="checkbox"/> Branch <input type="checkbox"/> Division – Please show <u>Name</u> and <u>Address</u> of Parent Company:		
Monthly Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Accounts Payable Contact:	Telephone No.	Fax No. Email Address
Amount of Monthly Credit Desired (estimate):	Do You Require a Purchase Order? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are Job Names/Numbers Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Invoice Delivery Options: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	Billing Email Address:		Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No <small>*If yes, Please Attach a Copy of Valid Exemption Certificate</small>

**PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT**

FINANCIAL INSTITUTION			
Bank Name	Account Contact	Phone No.	Email Address or Fax No.
Account No.	Branch Street Address	City	State Zip

MATERIAL SUPPLIER REFERENCES				
Name	Address	Phone No.	Account No.	Email or Fax No.

Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors Within the Past Six Years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are There Any Past Due Taxes Owed by Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Annual Income: \$	Annual Expense: \$	Net Worth: \$

**OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP) OFFICERS (IF A CORPORATION) MEMBERS (IF LLC)**  
*Please provide a separate sheet with additional names if necessary.*

Social Security No.	Name	Home Address	Home Phone No.

Are Principals Involved with Affiliated Companies? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Please List:

**GENERAL TERMS:** This Credit Application ("Application") is between Haines, Jones & Cadbury, LLC (including its successors and affiliates, "HJC") and the Applicant named above ("Applicant"). Applicant acknowledges it is furnishing the information requested herein, including Applicant's financial statement, for the purpose of procuring credit from time to time with HJC. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of Applicant's financial condition. Applicant authorizes HJC to obtain credit and financial information concerning Applicant at any time and from any source. Applicant authorizes HJC to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history to HJC.

**ENTIRE AGREEMENT:** This Application, along with the terms and conditions set forth on HJC's quotations, www.HJC.com, invoices and delivery tickets (incorporated herein by this reference), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to HJC by Applicant. Applicant hereby agrees to be bound by such terms and conditions.

**TERMS OF PAYMENT:** In consideration of HJC extending credit to Applicant, Applicant agrees to pay for all material and/or services on or before the 25th day of the month following the month in which the material was invoiced unless otherwise provided for in writing. All accounts are due and payable at the remittance address shown on the HJC invoice. Unless accompanied by specific remittance instructions, Applicant agrees that HJC is authorized to apply all unspecified payments at its discretion. Balances that have not been paid by the 25th day of the month following the month in which the material was invoiced are subject to a service charge of 1% per month or up to the maximum rate permitted by law, and such charges shall be paid on or before the 25th day of the following month such charges were assessed. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Waiver of any service charge and/or interest for any month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and HJC are parties to a written contract. Applicant agrees to pay a reasonable fee, not to exceed the maximum allowed by state law, for any checks which are returned for non-sufficient funds or are dishonored for any reason.

**DISPUTE RESOLUTION:** Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at HJC's option and at a venue selected by HJC. In the event HJC elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by HJC. In addition to paying all sums due hereunder, Applicant agrees to reimburse HJC for all costs of collection including, without limitation, reasonable attorneys' fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

**TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the material supplied by HJC, shall be held in trust for the benefit of HJC. Applicant agrees to promptly pay to HJC all such funds. Upon request, Applicant shall irrevocably assign to HJC its accounts receivable from anyone to the extent that such receivable results from material supplied by HJC.

**CREDIT LIMIT:** From time to time Applicant may receive a credit limit which may exceed the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant shall be liable for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that HJC shall have no liability arising out of a credit limit being exceeded.

**ASSIGNMENT:** Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by HJC under the terms of this Application. Applicant will notify HJC immediately in writing of any changes in Applicant's legal entity, legal name or legal status, place of business, principals and/or owner, as well as any employees who are terminated and no longer authorized to purchase on the account.

**CERTIFICATION:** Applicant certifies that the individual signing below is authorized to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms.

**ECOA NOTICE:** THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

**FCRA NOTICE:** CONSISTENT WITH THE FAIR CREDIT REPORTING ACT, THE UNDERSIGNED HEREBY CONSENT(S) TO HJC'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED FROM TIME TO TIME IN ORDER TO EVALUATE THE CURRENT AND ONGOING CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT.

**By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Applicant understands the same.**

Name of Business Applicant	Date	Signature of Authorized Individual	Printed Name of Authorized Individual	Title

**PERSONAL GUARANTY**

As consideration for HJC Corporation (including its successors and affiliates, "HJC") extending credit to Applicant, the undersigned Guarantor(s) jointly and severally hereby personally guarantee to HJC the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to HJC, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. Guarantor further agrees to pay any and all costs and expenses of collection including attorneys' fees, in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. HJC may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. Guarantor may revoke this Guaranty only by providing HJC's District Credit Manager written notice via certified mail, return receipt requested, of its intent to revoke the Guaranty on such date that shall not be less than seven (7) days after the notice is received by HJC. Revocation shall not relieve Guarantor of obligations incurred prior to the receipt of such notice. This Guaranty shall be binding upon Guarantor and his/her successors, heirs and assigns. Guarantor authorizes HJC to obtain and use Consumer Credit Reports from time to time concerning Guarantor to evaluate current and ongoing credit worthiness in connection with the extension of business credit to Applicant. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

**By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Guarantor understands the same.**

Social Security No.	Date	Signature	Printed Name
Social Security No.	Date	Signature	Printed Name

**SPACES BELOW ARE FOR HJC CORPORATION USE ONLY**

PC No.	PC Manager Approval	Credit Approval