

# CREDIT APPLICATION



Please circle one:  Corp. /  LLC /  Sole Prop. /  Indiv.

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_  
Street

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address \_\_\_\_\_  
Street

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Office Use Only	
Code	PC _____
CS	Salesman _____
Class	PO Req. _____
ST101	Job Out _____
ILOC	E-Stmt _____
Special Instructions: _____	

Desired Credit Limit \_\_\_\_\_

Contractor's Reg. No. \_\_\_\_\_

State of Organization: \_\_\_\_\_ EIN: \_\_\_\_\_

Contact Info. Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Orders Required:  Yes  No

Receive Statement via Email:  Yes  No

**Authorized Purchasers:**


(Changes are required in writing. You are responsible for all you authorize.)

**Officers or Members:**

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

SSN \_\_\_\_\_

Phone Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

SSN \_\_\_\_\_

Phone Office: \_\_\_\_\_ Cell: \_\_\_\_\_

**Business Bank:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Bank Rep. \_\_\_\_\_

Phone \_\_\_\_\_

**Construction Loan Financing:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Bank Rep. \_\_\_\_\_

Phone \_\_\_\_\_

**References:**

Business Name	Contact	Fax Number	Phone Number
Business Name	Contact	Fax Number	Phone Number
Business Name	Contact	Fax Number	Phone Number

Boise - Caldwell - McCall - Bellevue - Elko - Winnemucca - Fruitland - Twin Falls - Jerome - Gooding - Burley - Pocatello

[www.franklinbuildingsupply.com](http://www.franklinbuildingsupply.com)

# BASIC CREDIT TERMS UPON WHICH THIS ACCOUNT WILL BE GOVERNED

All references to "the Company," "we" or "us" in this document refers to The Franklin Group Inc. and/or its subsidiary companies, Franklin Building Supply, Volco, Inc., MRB Properties Inc., Humboldt Lumber Co., Boise Supply Co., Magic Valley Supply Co. and Sawtooth Door Co.

We close our books on the 25th of the month. • You may pay by cash or check. Credit card payments are not accepted. As a convenience to you, we may process your credit card payment but you are advised that a fee for credit card processing will be passed on to you. • If you will be purchasing materials for use on more than one property, we will establish a separate billing account for each job. • We will post your payments to the specific jobs and/or invoices that you specify in writing at the time of payment. If you do not specify, your payments will be applied first to pay any outstanding finance charges, and then to the oldest outstanding invoices in order of aging. • Payment in full is due by the **10th day of the month**. If not paid by the 10th, it will be considered past due and as a result we may restrict credit privileges. • Past due invoices accrue finance charges at the rate of **1.5% per month (18% per annum)**. You agree to pay all finance charges accrued on the account according to these terms as well as any and all collection costs, lien processing fees and attorney fees we incur in collecting past due sums from you. • You are advised that we will protect all **materialman's lien rights**. If you fail to pay any job account prior to closing, you hereby authorize the Company to provide copies of all invoices and statements relating to said account to the owner of said property. • We will provide you with payment receipts and/or our approved form of lien waiver upon request. • If you apply, and an account is opened, as an individual or partnership, and you later incorporate or form an LLC or other entity, your account will remain unchanged until such time as your new entity completes a credit application to our standards and a new account is approved. • If you sell your business you agree to notify us immediately. • The Company does not share information about customers with any third parties. We also do not give out credit references without your approval. • By your signature below you understand the information herein is given for the purpose of obtaining credit and you certify that all information and statements herein are true and correct. • If the Company approves your account, you agree to the credit terms stated above and pledge and agree that the account will be paid in accordance therewith. You further agree by asking the Company to establish an open account for your use that the Company will secure a credit report from one of the national credit reporting agencies. Additionally and from time to time the Company may secure subsequent credit bureau reports for the purpose of increasing your line of credit or for other reasons. • Transmission by facsimile or email to the Company of an executed copy of this agreement shall be deemed to constitute acceptance and delivery of this agreement and a facsimile copy may be relied upon by the Company and deemed to be an original for all purposes.

**EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES PROVIDED TO BUYER.**

\_\_\_\_\_  
Name of entity or individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## GUARANTY

In consideration of, and in order to induce the Company to extend credit to, or to continue to extend credit to \_\_\_\_\_ (the "Customer"), and further to furnish or continue to furnish Customer with merchandise, the undersigned (the "Guarantor") and each of them if more than one do jointly and severally guaranty to the Company, the faithful and prompt performance, payment and discharge of the Customer's account or accounts, existing now or hereafter incurred, together with all costs, fees and expenses of collection which the Customer may incur or for which the customer is liable. Guarantor hereby agrees that this Guaranty is a primary obligation of the Guarantor, that it is and shall be an open and continuing guaranty, and shall continue in full force and effect, notwithstanding any (a) change in terms or conditions of any liabilities or obligations of the Customer, (b) renewals, modifications, additions or extensions of any liabilities or obligations of the Customer (c) extensions of time to pay or perform any liabilities or obligations of the Customer. Guarantor hereby specifically waives notice of any such changes, renewals, extensions or any default by the Customer and further waives any right to consent to the same. Nothing contained in this Guaranty nor any action taken to enforce this Guaranty constitute a waiver of any claims or other remedies that the Company may have against the Customer or any third party. Notice of acceptance of this Guaranty and all other notices to which the Guarantor may be entitled by law are hereby waived. Presentment, protest and demand, and notice of protest and demand of any and all instruments or agreements are hereby waived. Any rights to extension, composition or otherwise under the Bankruptcy Act, or any amendments thereof, or under any state or federal statute are hereby waived. The Company may, without the consent of the Guarantor and without giving notice thereof to the Guarantor, compound, compromise, and adjust any claim against the Customer, or above account named in any instrument, or grant any indulgences whatsoever to Customer, without affecting the obligations of the Guarantor. The undersigned will pay and perform the obligations hereunder, upon demand, without requiring any proceedings to be taken against the Customer. If any claim against the Guarantor is referred to an attorney for collection, the Guarantor agrees to pay the Company reasonable attorney's fees and court costs incurred in collection with any proceeding against the Guarantor or the Customer. This Guaranty shall be binding upon the heirs, personal representative, successors and assigns of each Guarantor, and the benefits thereof shall extend to and include the Company's successors and assigns, and shall also inure to the benefit of any of the Company's associated, affiliated and subsidiary companies. The death of any Guarantor shall not release the Guarantor's estate from any liability hereunder and shall not relieve the Guarantors from liability and continuing obligations hereunder.

(Signature must be as individuals - not as company or corporate officials)

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address