

Stillwater Building Center

Business Credit Account Application



4521 S. Perkins Rd. Stillwater, OK 74074 p:405-372-5959 f: 405-780-7722

Business Information

Full Legal Company Name: _____

Account Contact Person: _____ Title: _____
Last First Middle

Email Address: _____
By providing my E-mail address, I consent to receive E-Mail Communications from Stillwater Building Center

Street Address: _____ Phone: (____) _____

Mailing Address: _____ Fax: (____) _____
if same as above, leave blank

City: _____ State: _____ Zip: _____

FEI Number: _____ Tax Exemption Number: _____ SSN: _____ - _____ - _____
if a tax exempt entity

Is this account for a specific Project? Yes No If so, what type of Project _____

Credit Line Requested: \$ _____ Send my statement electronically each month to the above email address

- Type of Business:
- Corporation
- Sole Proprietor
- Partnership
- Non-Profit
- Government

Bank Information

Bank Name: _____

Bank Officers Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Account Type: _____ Acct. #: _____

Account Type: _____ Acct. #: _____

Account Type: _____ Acct. #: _____

Trade References

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Billing ends on the 25th, payment in full due on following 10th.

All delinquent accounts subject to 1.5% interest (APR 18%)

Signature of Company's Authorized Representative

By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this Account, if approved, will be for purposes other than personal, family, or household use; and that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in this Application is complete and accurate, you agree to be bound by the terms of the governing credit agreement of the type elected in this Application, and you authorize us to obtain information about you personally (whether or not you have personally guaranteed the Account) and your business from credit reporting agencies and other sources we deem appropriate in considering this Application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in receiving or collecting the Account. You also understand that there is no account in effect until this Application is approved by Stillwater Building Center, Inc..

Date: ____/____/____

Signature: _____ Name: _____ Title: _____

Personal Guaranty

Name: _____ Home Address: _____
Last First Middle

City: _____ State: _____ Zip: _____ Phone: (____) _____ DOB: ____/____/____

% Ownership: _____ SSN: _____ - _____ - _____

PERSONAL GUARANTY: In consideration of credit provided by Stillwater Building Center, Inc., the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the Stillwater Building Center Terms & Conditions of Sale Agreement, and further agrees to pay the total balance due on the account opened pursuant to the Agreement upon demand, without requiring Stillwater Building Center to proceed first to enforce payment against the buyer also liable on this account, in the event of any default under the Agreement that governs the account. The undersigned hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that Stillwater Building Center may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history of the undersigned guarantor may be used in making credit decisions and consumer reports on the undersigned guarantor may be obtained from time to time. Direct inquiries of employers and businesses where the undersigned guarantor maintains accounts may also be made.

Signature: _____ Name: _____ Date: ____/____/____

Thank you for choosing Stillwater Building Center

Stillwater Building Center Credit Account Agreement

1. **GENERAL.** This Agreement ("Agreement") governs your Stillwater Building Center ("SBC") Credit Account ("Account").

2. **USE OF ACCOUNT.** You may use your Account to purchase goods or services ("Purchases") solely from SBC ("Seller"), up to any credit limit we may establish ("Credit Limit"). We may approve a transaction that causes the balance of your Account to exceed your Credit Limit without waiving any of our rights under this Agreement. We may decline to authorize any Purchase or change your Credit Limit at any time. You agree that you may use your Account only for Purchases for commercial or business purposes, and not for personal, family or household purposes. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to this paragraph of this Agreement. You agree that a breach by you of this paragraph of this Agreement will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us.

3. **PROMISE TO PAY.** You may buy from Seller the merchandise or services described in each sales invoice(s) for the cash price(s) shown on such invoices. By signing this Agreement, you have requested that we establish this Credit Account for your business use and that we permit you to make your Purchase from the Seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase. You promise to pay us for all credit that we extend on your Account for Purchase and all other amounts owed to us under the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase charged on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this paragraph of this Agreement, will apply to all Purchases made by any of you whether or not the Purchase was in fact authorized by and for the benefit of that business. Any person signing the Application on behalf of a business attests that the business is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the business has authorized (a) the execution of the Application, and (b) the person signing the Application to execute the Application on its behalf.

4. BILLING & PAYMENTS.

- A. Charges on your Account are accumulated beginning the 26th day of the month, and ending at close of business on the 25th day of the following month. Your Statement should be sent thereafter and the entire balance is due on the following 10th.
- B. You must pay the entire Balance Due on your Statement by the Due Date shown on your Statement. Any payment received after 5 pm will be credited on the next business day.
- C. Any portion of the Balance Due not paid in full by the Due Date will be considered Past Due.
- D. Your payment will be applied to the Charges incurred by your Account first, followed by the oldest Purchases.

5. FINANCE CHARGES.

- A. The Finance Charge for a billing period is calculated by applying the Periodic Rate to the Account balance subject to Finance Charge at the end of each billing period. There is a minimum **FINANCE CHARGE** of \$1 for a billing period in which a Finance Charge is assessed.
- B. The Periodic Rate for a billing period is a fixed rate of **1.5% (ANNUAL PERCENTAGE RATE 18%)**.

6. BALANCE SUBJECT TO FINANCE CHARGE.

We may assess a Finance Charge on your Account in each billing period. We figure the Finance Charge on your Account separately for any special arrangements authorized by the Seller.

During each billing period we determine the Past Due balance on your Account, as defined in paragraph 4, section C. On your Statement, this amount will be shown as Balance Forward, and this entire amount is subject to a Finance Charge. This includes all previous Finance Charges, along with all other fees incurred on your Account. *You understand and acknowledge that this Account provides for the monthly compounding of Finance Charges.*

7. ACCRUING OF FINANCE CHARGES

Unless for each billing period you pay your Balance Due in full, Finance Charges will be incurred on your Account. Any balance remaining on your Account from the previous Statement is considered Past Due, and subject to a Finance Charge on the 11th day of the month.

8. FEES.

- A. A Returned Check Fee of \$30 if any check or other instrument sent to us, or an electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

9. **SECURITY INTEREST.** You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made.

10. LIENS.

If at any point, the Account reaches 60 days Past Due, Stillwater Building Center, Inc. reserves the right to file a Material Lien on any buildings, project, or property where the Past Due merchandise is used. At such point, the Account may, at the sole discretion of Stillwater Building Center, Inc., be charged Fees relating to the recuperation of those Fees associated with filing the Material Lien.

11. LIABILITY FOR UNAUTHORIZED USE.

The Account is issued to you by us at your request and you agree to close it upon demand. You may be liable for the unauthorized use of the Account. You agree to promptly notify us in writing at 4521 S. Perkins Rd., Stillwater, OK 74074, as soon as unauthorized charges have been made.

12. **WAIVER.** We may, in our sole discretion, choose not to enforce any portion of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, together with any Application you signed or otherwise submitted in connection with the Account, constitutes the entire agreement between you and us relating to your Account. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

Your Signature on the Application represents your signature on this Agreement and is incorporated by reference.

Initials _____