

Legal Name of Business		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corp (LLC)
Years in Business	Number of employees	Federal Identification Number (Required)	

Billing Address (street and number)	Main Phone
City/State/Zip	Fax
Send invoices to this email address (fax or email required)	(or) fax invoices to this fax number
Do you require purchase orders to appear on your invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> Do you require an order acknowledgement? Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you prefer COD Terms? Yes <input type="checkbox"/> No <input type="checkbox"/>

Your Ship To Address, if different from billing address Nearby major intersecting streets, highways or roads:	Special Delivery instructions <input type="checkbox"/> Hand unload <input type="checkbox"/> Side unload <input type="checkbox"/> Drive on <input type="checkbox"/> 40' truck okay Receiving Hours _____
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Owners, Partners, or Corporate Officers:

Name and Title	Mobile phone	Email address
(2) Name and Title	Mobile phone	Email address
(3) Name and Title	Mobile phone	Email address

The undersigned hereby consents to Midwest Surface Supply, LLC's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as the principle, proprietor, partner and/or guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Midwest Surface Supply, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

Applicant's Signature: _____

Print Name: _____

Date: _____

PERSONAL GUARANTY

The undersigned hereby personally guarantees any existing or hereinafter created indebtedness by the Applicant to Midwest Surface Supply, LLC and waives presentment and demand for payment, notice of payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. This is intended to be continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon Midwest Surface Supply, LLC by certified mail-return receipt requested; declaring said personal guarantee shall not apply to future purchases. Guarantor consents to allow Midwest Surface Supply, LLC to change or modify the terms of sales without notice to or authorization of the guarantor. Guarantor assumes all responsibility for staying advised as to the Applicant's financial condition and risk.

Guarantor's Signature as individual: _____ **Date:** _____
 (not in the capacity of corporate officer)

For Office Use Only			
Salesperson:	Mailing:	Customer Number:	Approved Date:

Trade References (Required for open account terms. Not providing references will result in COD terms)

Provide a separate list of trade references with name, fax and/or email contact information or complete below.

(1)	Name	Mailing Address	City	State	Zip
	Phone	Fax	Email		
(2)	Name	Mailing Address	City	State	Zip
	Phone	Fax	Email		
(3)	Name	Mailing Address	City	State	Zip
	Phone	Fax	Email		

Who will be placing orders?
Who do we speak to about payments?

Name:	Name:
Email:	Email:

AGREEMENT FOR COMMERCIAL ACCOUNT WITH MIDWEST SURFACE SUPPLY, LLC

Application hereby applies to Midwest Surface Supply, LLC ("Midwest") to open a commercial account in Applicant's name and hereby requests Midwest from time to time to extend credit to enable Applicant to buy merchandise from Midwest for business or commercial purposes only. As an inducement to Midwest to extend credit, and in consideration of Midwest agreeing to extend credit to Applicant, Applicant states as follows:

1. Applicant represents and warrants that all information including but not limited to the information on the Application for Credit, given in connection with this Application and Agreement ("Agreement") is true and correct as of the date of this application. Applicant agrees to provide Midwest with notice of changes to the information contained on both pages of this agreement as they occur.
2. Applicant agrees to pay within thirty days of the date of the invoice for all merchandise delivered on that invoice. ("Payment Due Date")
3. If any invoice remains unpaid after the Payment Due Date then Midwest has the right to not deliver further orders and need not notify Applicant.
4. If any amount due for any merchandise remains unpaid on the last business day of the month in which the Payment Due Date falls, Applicant shall pay to Midwest a late charge on all past due amounts from the first day of the month immediately following the month in which the Payment Due Date falls until such amounts are paid in full.
5. The late charge shall be two percent per month, equaling an annual percentage rate of twenty-four percent.
6. If applicant pays any invoice with a check, and the check is returned from the Applicant's bank unpaid for any reason, Applicant will pay a service charge of thirty-five dollars or once half of one percent of the face amount of the check, whichever, is greater. The service charge will be along with any late charges that may be applicable.
7. Applicant agrees that for any merchandise to be returned, if approved by Midwest, Applicant will incur a restocking charge and further responsibility for shipping and handling charges.
8. This agreement shall be a continuing agreement and shall apply to each purchase of merchandise. Applicant agrees that Midwest can change or amend any of the terms of this agreement. Applicant's continued use of the commercial charge account after the effective date of the amendment of change shall be deemed acceptance of the changed terms.
9. Applicant may terminate this Agreement at will at any time by written notice to Midwest. Such termination to be effective following the receipt of the notice. Termination of this Agreement shall result in all subsequent purchases to be shipped on a prepaid basis only.
10. Applicant agrees to hold harmless Midwest for any damages resulting from the withholding and/or delaying of the shipment of merchandise to applicant resulting from events outside the control of Midwest.
11. Applicant understands and agrees that Midwest's liability of damages as a result of a failure of any product shall be limited to the cost of the replacement of the goods supplied, and Midwest shall not be liable for any incidental or consequential damages arising therefrom.
12. Applicant agrees to submit to the jurisdiction of the Circuit Court of Dane County, Wisconsin.
13. Applicant and Midwest hereby waive the right to a jury trial for any claim arising from the enforcement of this agreement.
14. Applicant will pay all expenses, including reasonable attorneys' fees, incurred by Midwest in the enforcement of the agreement and the collection of any charges due thereunder.
15. Midwest's failure to exercise any of its rights hereunder shall not be deemed a waiver of Midwest's rights under this agreement.

The Applicant, whose signature appears below, ("Applicant") hereby authorizes Midwest to request and to obtain credit information from the Applicant's trade, bank and personal references. Applicant authorizes the references contacted by Midwest to release to Midwest the information concerning the status and conduct of the Applicant's business and personal credit. Applicant states that they have read all the terms and conditions stated on page 1 and page 2 of this form. Applicant agrees that those terms and conditions govern this application for an account.

Applicant's Signature: _____

Print Name: _____

Date: _____