THE CONTRACTOR'S HEADQUARTERS
PRAIRIE SUPPLY INC.

FORMALL

524 7TH AVE NE, **WEST FARGO, ND** 58078
P: 701-282-5656 F: 701-282-0040

2116 E FRONT AVE, **BISMARCK, ND** 58502
P: 701-255-2420 F: 701-255-7701

680 South 50th St., **GRAND FORKS, ND** 58201
P: 701-775-2109 F: 701-775-6011

3404 1ST AVE W, **WILLISTON, ND** 58801
P: 701-572-8633 F: 701-572-8634

2219 ELK DRIVE, **MINOT, ND** 58701
P: 701-858-8061 F: 701-858-9095

2801 PLANT ST, **RAPID CITY, SD** 57702
P: 605-791-2301

30701 Pearl Dr. Suite #3 **ST.JOSEPH, MN** 56374
P: 320-271-3150

# Credit Application

Sales Rep:_____ Store Location(s):_____

Credit Line Requested:_____

Business Name _____

Billing Address_____City_____ST_____Zip_____

Physical Address_____City_____ST_____Zip_____

Business Phone_____Fax_____AR Contact_____

Accounts Payable Contact_____Phone_____Email_____

Federal ID #_____Nature of Business_____Date Est. _____

Type of Equipment Owned_____Purchase Order Required – Y or N

Parts for Resale – Y or N Sales Tax Permit #_____(if yes, please include signed Resale Cert)

Email Address(s) to send Electronic Invoices to _____

**Please Check One**

__ **Sole Owner / Proprietorship** (Name)_____SS#_____DOB_____

__ **Partnership** (List each general partner – attach a separate sheet for additional names)

Name_____Address _____

Phone_____SSN_____DOB_____

Name_____Address _____

Phone_____SSN_____DOB _____

__ **Corporation** Date of Incorporation_____State_____Pres._____SS# _____

__ **Other** _____

Bonding Company: _____

Insurance Company: _____

Have you filed or had filed against you a bankruptcy petition (personal or business) in the last 7 years? _____

Have you had any liens, collections, or judgments (personal or business) filed against you in the last 7 years? _____

How did you hear about Prairie Supply or FormAll? _____

**TRADE REFERENCES** – ***List open credit accounts only!***

Please legibly list as much information aspossible - failure to do so will result in delays in credit approval.

**1.** _____

Address_____City_____ST_____Zip_____

Phone_____Fax_____Email _____

**2.** _____

Address_____City_____ST_____Zip_____

Phone_____Fax_____Email _____

**3.** _____

Address_____City_____ST_____Zip_____

Phone_____Fax_____Email _____

**BANK REFERENCE** _____

Address_____City_____ST_____Zip_____

Account Type_____Account Number _____

Account Type_____Account Number _____

Loan Officer/Contact_____Phone_____

Email Address _____

**PERSONAL GUARANTY- Failure to sign may delay or revoke credit application**

The undersigned individual, jointly, severally and unconditionally guarantees the payment when due of all invoices/accounts to THE COMPANIES as per the items as set out in this agreement.

**Signed**_____ **SSN**_____ **Date**_____

**Authorization to Release Information, Agreement, Terms, & Conditions**

I/We have applied for a credit line from Prairie Supply, Inc., Prairie Rose Construction Supply or FormAll Inc. (THE COMPANIES). As part of the application process, THE COMPANIES and its agents may verify information contained in my/our loan application and in other documents require in connection with this credit line. I/We authorize you to provide THE COMPANIES with such information including, but is not limited to, account balances and credit histories by such third parties such as depository institutions, trade references, and credit reporting agencies. The information will be used exclusively by THE COMPANIES and its agents for the purpose of determining credit eligibility and will not be otherwise disclosed except as required or permitted by law. I/We are not required to provide this information, but if I/we do not, this application for credit may be delayed or rejected. A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL. I/We certify that the above information is true and correct and that I/we have read and agreed to all the terms and conditions as set forth on the front and reverse side of this agreement.

I/We acknowledge and agree that THE COMPANIES may sell, assign, or transfer this agreement in whole or in part, and/or may convert this credit line to REVOLVING LINE OF CREDIT which would allow for payment of less than in full each month. The terms and conditions of said REVOLVING LINE OF CREDIT shall be provided for my/our review and I/we may close our account by paying the entire outstanding balance and notifying THE COMPANIES and its assignee in writing within 30 days of receiving the new terms and conditions that I/we do not accept a REVOLVING LINE OF CREDIT. I/We hereby expressly agree that failure to provide said notice shall be deemed and acceptance of the terms and conditions of the REVOLVING LINE OF CREDIT.

**By**_____**Title**_____ **Date**_____

Authorized Signature

**PRINTED NAME:** _____

# Agreements, Terms, and Conditions

1. Prairie Supply, Inc. Prairie Rose Construction Supply and FormAll shall be herein referred to as "THE COMPANIES", and the applicant shall be referred to as "Customer". The customer, as presented on the Application for Credit, desires to purchase goods and services from and THE COMPANIES dealership on an open account and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. THE COMPANIES's acceptance of this credit application constitutes acceptance by the customer of the terms and conditions of this agreement.
2. All rentals or purchases by the customer shall be made pursuant to THE COMPANIES's purchase or rental agreement, as applicable. The terms of such purchases and rental agreements are incorporated herein by references.
3. To induce THE COMPANIES to extend credit to customer for the purposes of obtaining good and/or services from THE COMPANIES, Customer provides the information in this application knowing that THE COMPANIES will rely upon such information to be true and correct in making its credit decision concerning customer. Credit will be extended by THE COMPANIES to Customer based on the information provided in this application, and THE COMPANIES is authorized to check customer's credit background.
4. Customer warrants that any financial documents provided THE COMPANIES are true and correct and will provide THE COMPANIES such documents from time to time upon request. Customer represents to THE COMPANIES that it is solvent as of the date of this agreement, and that any financial statement attached accurately reflects the present financial conditions of the customer, as of the date of this agreement.
5. THE COMPANIES will mail to customer at the address set forth on this application, a statement of account semi-monthly, which will show customer account activities, assessed finance charge and new balance. Customer agrees to notify THE COMPANIES in writing, of any error in the statement within 10 days after the date of the statement. If not so noticed, the statement shall be deemed to be correct and accepted as rendered. Customer shall pay in full in accordance with the terms of the particular purchase agreement, invoice, and/or other shipping or delivery document, with or without Customer's signature. In the absence of such express terms and conditions, all sums part due shall bear a finance charge at the rate of one and one half percent (1.5%) per month. ALL SALE TRANSACTIONS ARE DUE IN FULL WITHIN30 DAYS OF THE INVOICE DATE.
6. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NORTH DAKOTA LAW, INCLUDING WITHOUT LIMITATION THE LAWS GOVERNING INTEREST AND USURY, SHALL BE APPLICABLE TO THIS AGREEMENT AND SHALL GOVERN THE MONTHLY PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE PROVIDED IN THIS AGREEMENT: provided, however, that if for any reason it is determined by a court of competent jurisdiction that, notwithstanding your express agreement that no state law other than North Dakota law shall be applicable to this Agreement with respect to usury, any other law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as you in the applicable jurisdiction provided further, however, that if for any reason it is determined by a court of competent jurisdiction that, notwithstanding your express agreement that no state law other than North Dakota law shall be applicable to this Agreement, the law of (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S § 44-6002 shall apply: (ii) the State of Texas is applicable, then it is expressly agreed that Chapter 346 of the Texas Finance Code shall not apply; or (iii) the State of Montana is applicable, then it is expressly agreed that MCA § 31-1-107 shall apply; or (iv) the State of Nebraska is applicable, then it is expressly agreed that NED. REV. STAT. § 45-137 shall apply. If for any reason amounts paid in connection with THE COMPANIES's extension of credit to you under this Agreement are deemed interest that produces a rate in excess of the maximum non-usurious rate of interest under the law applicable to this Agreement, THE COMPANIES shall refund to you such portion of said interest as shall be necessary to cause the interest paid under this agreement to produce a rate equal to such maximum non-usurious rate of interest. Customer agrees that if THE COMPANIES is not paid on time (in accordance with THE COMPANIES terms), Customer shall pay for all costs and expenses incurred by THE COMPANIES in connection with collecting all sums owed by Customer, including actual fees charged by a collection agency, attorney fees and any other charges allowed by applicable statute whether or not a lawsuit has been initiated. Additionally, Customer agrees that if THE COMPANIES refers this agreement to an attorney for enforcement that Customer will pay THE COMPANIES's actual attorney's fees and cost uncured in the enforcement hereof, whether or not a lawsuit is brought to remedy Customer's breach of this agreement. Customer agrees that venue for any lawsuit shall be in any county THE COMPANIES, has a place of business and shall be at THE COMPANIES's sole election. IN THE EVENT OF LITIGATION, CUTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. Customer agrees to pay THE COMPANIES a $20.00 service charge on each nonsufficient funds check (NSF) returned to THE COMPANIES.
7. THE COMPANIES has the right to file a Preliminary Notice and/or Mechanic's Lien against any site to which material or equipment has been supplied and charges therefore remain unpaid. Nothing contained herein shall be construed as a waiver by THE COMPANIES of any lien, bond rights, or any other rights, which it may now have or hereafter acquire.
8. If Customer purchases equipment or material, Customer agrees that title to all such equipment and materials shall not transfer to Customer until the purchase price, together with all interest and other costs lawfully added to the purchase price, is paid in full.
9. THE COMPANIES shall have the sole discretion to apply any payment received from Customer hereunder in any manner, which THE COMPANIES deems proper. THE COMPANIES may apply payments first to late payment charges, shipping charges, actual prejudgment and post judgment attorney's fees and costs, or any other applicable charge, in any order before applying the remainder of any such payments toward Customer's principal account balance.
10. Upon THE COMPANIES's acceptance, this agreement becomes a binding contract between the parties and embodies the entire agreement of the parties. No promises, representation or agreement purporting to modify this agreement and no revocation, partial or otherwise, or change, amendment, addition or alteration shall be valid unless the same be in writing, signed by all parties hereto or by their duly authorized agents. Waiver by THE COMPANIES of any terms or conditions of this agreement or waiver of any breach thereof shall not affect the validity or enforceability of the remaining provisions of this agreement. A determination that any provisions of this agreement are illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this agreement.
11. The goods sold or rented pursuant to this agreement are sold or rented "as is" and without warranty whatsoever, with the sole exception for such written warranties as might be delivered to the Customer in connection with one or more particular sales of goods or services. Except for any such express written warranties, THE COMPANIES sells or rents all goods and services pursuant to this agreement without warranty of any nature whatsoever express or implied, including warranty of merchantability or of fitness for a particular purpose.
12. Customer agrees to provide THE COMPANIES prompt written notice of any change in Customer's name, address, ownership or form of entity.

## Continuing Personal Guaranty

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the extension of credit to the Applicant on the reverse side of this agreement ("Applicant") by THE COMPANIES, the aforesigned , hereafter referred to as "Guarantor", jointly and severally if more than one and independent of the obligations of Applicant, absolutely and unconditionally guaranty, without limitation as to amount, the prompt payment when due of any and all indebtedness of Applicant to THE COMPANIES, now or hereafter owed by Applicant (the "indebtedness")

This is a guaranty of payment, and not of collection of the indebtedness. This guaranty is a primary obligation of Guarantor and THE COMPANIES shall not be required to first resort for payment of the indebtedness to the Applicant or any security it has in the assets of Applicant.

Applicant further agrees to pay all costs and expenses incurred by THE COMPANIES in connection with collecting all sums owed by Applicant, including but not limited to, THE COMPANIES's reasonable attorney's fees.

### AUTHORIZED PURCHASERS

| NAME | TITLE |
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