

**Homecrest Outdoor Living, LLC**

**1250 Homecrest Ave**

**Wadena, MN 56482**

**Phone 877-599-4803 Fax 218-631-5306 E-mail: jkincade@homecrest.com**

**Credit Application and Agreement As To Credit Terms**

Date \_\_\_\_\_ Business Hours \_\_\_\_\_  
Business Name \_\_\_\_\_ Days Open \_\_\_\_\_  
DBA/ \_\_\_\_\_ Website Address \_\_\_\_\_ Business  
Address \_\_\_\_\_ Sales Tax: Please Attach Resale Certificate  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ FEIN # \_\_\_\_\_  
Business Phone # \_\_\_\_\_ How Long In Business \_\_\_\_\_  
Business Fax # \_\_\_\_\_ Primary Shipping Address \_\_\_\_\_  
Rep's Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Circle One: Individual Partnership Corporation/Where \_\_\_\_\_

Personnel: Owners/Officers \_\_\_\_\_ Social Security # \_\_\_\_\_  
Owners/Officers \_\_\_\_\_ Social Security # \_\_\_\_\_  
Buyers \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Accounts Payable \_\_\_\_\_ E-mail Address \_\_\_\_\_

Bank: Name and Address \_\_\_\_\_  
Account # \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

**Major Supplier References: Please do not name utility companies, phone companies, radio or TV stations as references.**

- 1.) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Customer # \_\_\_\_\_
- 2.) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Customer # \_\_\_\_\_
- 3.) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Customer # \_\_\_\_\_
- 4.) Name \_\_\_\_\_ Contact \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Customer# \_\_\_\_\_

TERMS OF SALE: Accounts are payable according to the terms listed on the invoice. A service charge of 1 ½ % per month (18% per annum) will be charged on the unpaid balance of past due accounts. Unpaid service charges shall become part of the customers' outstanding balance.

In the event of default, I agree to pay all costs of collection including a reasonable attorney's fee and court costs. The liability for attorney's fees is not contingent upon suit being filed by the seller. I agree that all legal proceedings of any nature shall fall under the jurisdiction of Wadena County District Court, Wadena, Minnesota.

I certify that all the information on this form is correct and authorize the company to contact the references given, and the credit bureau when necessary. Furthermore, I authorize the references I have given to release information on our account as required by your credit department. I fully understand your credit terms and agree to proper payment in consideration of extended credit.

The undersigned states that they are the legally binding purchaser and understands all of the terms and conditions herein.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

In the event that a credit extension is granted, all decisions with respect to the extension or continuation shall be the sole discretion of Homecrest Outdoor Living, LLC and may be terminated within its sole discretion.

### Guaranty – Continuing and Absolute

For value received, of Homecrest Outdoor Living, LLC, with principle office and place of business at 1250 Homecrest Ave, Wadena, Wadena County, Minnesota 56482, herein referred to as the seller, the receipt of which is hereby acknowledged and in further consideration of the seller extending to

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herein referred to as the buyer, a line of credit for such merchandise, goods and materials as the seller sells or distributes, and other sellers goods as may from time to time be required, the amount and extent of such credit, however, being at all times at the discretion of the seller and subject to change by the seller without notice. We and each of us jointly and severally hereby guaranty to the seller the prompt payment at maturity, or at any time thereafter, for any and all purchases heretofore and hereafter made by the said buyer, together with service charges thereon at 18 percent per annum after maturity until paid, including all costs, attorney’s fees, and expenses of collection as are required by law.

This guaranty is to continue in force and effect until written notice of revocation thereof shall have been given to and received by said seller by certified mail at 1250 Homecrest Ave, Wadena, Wadena County, Minnesota 56482, and is independent of any and all other security which it may now or hereafter have for payment of any of the purchases of indebtedness herein mentioned. Each of the guarantors hereby waives notice of the acceptance of this guaranty, notice of maturity of any and all bills purchased hereunder, and notice of default in payment.

We, and each of us, hereby agree that this guaranty shall be directly enforceable against us jointly and severally and without first resorting to the principle debtors or exhausting remedies against them, and we, and each of us, further agree that any indulgences, forbearances, or extensions on times of payment permitted or granted to the principle debtors shall not in any way release us from liability hereunder. I agree that all legal proceedings of any nature shall fall under the jurisdiction of Wadena County District Court, Wadena, Minnesota.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018.

We authorize the company to contact any references given, and the credit bureau when necessary.

Guarantors:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_  
(Print) (Individual sign)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_  
(Print) (Individual sign)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_  
(Print) (Individual sign)

