



# Erickson's Flooring & Supply Company

1013 Orchard Street, Ferndale, MI 48220

Phone # 800-225-Wood (9663)

Fax # 888-543-Wood (9663)

## CREDIT APPLICATION

### Section 1: General Information

Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Business Structure (Please Circle): Corporation Partnership Sole Proprietorship Limited Liability Corp.

If Incorporated, Give Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Date Business Started: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_

### Officers, Directors, Partners, Proprietors

Name & Title	Home Address	Social Sec. #	Driver's Lic #
_____	_____	- -	_____
_____	_____	- -	_____
_____	_____	- -	_____

	Yes	No
Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
Has any judgment ever been entered against any of the companies or principals listed above?	<input type="checkbox"/>	<input type="checkbox"/>
Are there any legal actions or arbitration pending against any of the companies or principals listed above?	<input type="checkbox"/>	<input type="checkbox"/>

### Section 2: Trade References - Companies where you have an open account/credit limit

Please do not include **SHAW INDUSTRIES** or **MOHAWK INDUSTRIES** as they will not give us a reference

1. Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address, City, ST, Zip: \_\_\_\_\_ Acct #: \_\_\_\_\_

2. Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address, City, ST, Zip: \_\_\_\_\_ Acct #: \_\_\_\_\_

3. Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address, City, ST, Zip: \_\_\_\_\_ Acct #: \_\_\_\_\_

### Section 3: Bank or Financial Institution

Name of Bank or Financial Institution who handles your Business Account: \_\_\_\_\_

Address, City, ST, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Account Number: \_\_\_\_\_

Fax #: \_\_\_\_\_ Contact (if known): \_\_\_\_\_

Do you have a Line of Credit with your bank? Yes  No

#### Terms and Conditions

I/we certify that this information is correct, complete and that we are able to pay within thirty days of each invoice date on materials ordered. I/we further understand that Erickson's will rely on this information for the extension of credit. I/we authorize Erickson's from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other persons or entities. This is not an agreement by Erickson's to lend money, it is an agreement by Customer for the benefit of Erickson's, should Erickson's determine to supply materials or extend credit to Customer in the future.

**Customer agrees that any amount not paid within 30 days of invoice date will carry finance charges at the rate of 1 1/2 % per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including collection agencies fees and attorney's fees in the amount of 1/3 of the total balance due, if this account is placed with an attorney for collection, whether suit is filed or not.**

Customer further agrees to pay all amounts due this Agreement until Erickson's has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the materials supplied. In the event other entities or individuals order or use the materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

All waivers executed by Erickson's shall be effective only to the total dollar amount of payments actually received. Customer agrees that Erickson's retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Erickson's for signature that may imply otherwise. Customer further agrees that Erickson's has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on this account, despite any advice to the contrary. Erickson's may change credit limits or other credit terms at any time, in its sole discretion.

Erickson's may stop the supply of materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Erickson's, or Erickson's has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Erickson's shall not, in any event, be responsible for any damage due to delay in supply of any materials. Customer agrees to pay a reasonable storage fee if materials are stored on Erickson's property for more than 60 days.

Applicant(s):

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title or Capacity: \_\_\_\_\_

Title or Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Completing the credit application does not constitute approval for credit.**



# Erickson's Flooring & Supply Company

1013 Orchard Street, Ferndale, MI 48220

Phone # 800-225-Wood (9663)

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## CONTINUING GUARANTY

In consideration for, and as an inducement to Erickson's Flooring and Supply to extend credit to \_\_\_\_\_ (hereinafter "Debtor"), the undersigned hereby guarantees, jointly and severally with each other and the Debtor, the full performance and observance of all terms, covenants, conditions and agreements of the Debit in any Credit Agreement or any other Contract with Erickson's. The undersigned waives any notice of non-payment, non-performance or proof of notice or demand and any other defense which may otherwise be available under this Guaranty and further agrees that Erickson's may proceed against the undersigned separately or jointly before, after or simultaneously with proceeding against Debtor.

This Guaranty is unconditional and shall remain in full force and effect on any change order, renewal extension, amendment, assignment, sublease, transfer, or other modification of said Credit Agreement or Contract, whether or not Guarantors have knowledge thereof. This Guaranty shall remain in full force and effect with respect to all materials supplied under the account of Debtor before or until Erickson's has received written notice closing Debtor's account or terminating this Guaranty mailed U.S. Certified, return receipt requested, no matter what person or entity ordered or used the material supplied on debtor's account and regardless of any change in the legal structure of Debtor or the existence of entities or individuals legally distinct from Debtor using or benefiting from the materials supplied

If Erickson's takes any action to enforce or compel compliance with the terms of this Guaranty or any other Contract with Erickson's, the Guarantors shall be obligated to pay all costs incurred by Erickson's, collection fees and attorney's fees in the amount of 1/3 of the balance due. This Guaranty shall be governed by and construed in accordance with the laws of Michigan.

The undersigned agree that their liability hereunder is joint and several, with each other and with the Debtor, and further acknowledge that any individual Guarantor had the option of applying for individual credit by submitting an individual credit application for evaluation. The undersigned have waived the right to apply for individual credit, have opted to supply multiple Guarantors and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. All obligations and liabilities of Guarantors pursuant to this Guaranty shall be binding upon their heirs, personal representatives and assigns. The undersigned understands that Erickson's may refuse to extend credit at any time and from time to time, that such refusal shall not effect the obligations hereunder and that Erickson's may obtain consumer credit reports and other credit information on the undersigned form time to time.

Debtor and Guarantors agree that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Erickson's under existing Contracts and Credit Agreements with Debtor and that this Guaranty is not accepted in lieu of Erickson's mechanic's lien, payment bond or other legal rights.

IN WITNESS WHEREOF, we have signed and sealed this Guaranty this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GUARANTORS:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

City, ST Zip \_\_\_\_\_



**ERICKSON'S FLOORING & SUPPLY COMPANY**  
**1013 Orchard Street, Ferndale, MI 48220**  
**Phone 248.543.WOOD (9663) or 800.225.WOOD (9663)**  
**Fax 248.543.7912 or 888.543.WOOD (9663)**

**TAX CERTIFICATE FOR SALES AND USE TAXES**

Sales Tax License Number	
State that License was issued in	

The undersigned Purchaser, being fully informed concerning the Sales and Use Tax Acts and their Rules and Regulations, hereby certifies that he is either legally subject to such taxes or is entitled to Exemption from such taxes, by reason of one or more of the classifications listed below:

Check all boxes that apply:

<input type="checkbox"/>	Subject to State Sales and Use Taxes
<input type="checkbox"/>	Exempt, as Sales and/or Use Taxes will be paid by us, direct to the State based on actual usage
<input type="checkbox"/>	Exempt, as merchandise to be used in production and/or industrial processing
<input type="checkbox"/>	Exempt, as merchandise purchased for resale
<input type="checkbox"/>	Exempt, due to Construction Contracts (for non-profit hospital and non-profit housing).
<input type="checkbox"/>	Exempt, for other reason(s) specified:

The undersigned further agrees to reimburse the seller for any deficiencies imposed by the State for failure to pay the sales tax applicable to its purchases from Erickson's. This exemption certificate shall be part of each order which applicant may hereafter give to seller, unless otherwise specified, and shall be valid until cancelled by applicant in writing or revoked by the city or state. Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Company Name	
Address	
City, ST Zip	
Telephone Number	
Authorized Signature & Title	
Date	

Please fill in all blanks

For Erickson's Use Only	Customer Code	
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