



## APPLICATION FOR CREDIT

### CREDIT TERMS AND CONDITIONS Applicant agrees to the following terms and conditions:

1. All information provided in support of this credit application and in response to any future requests for information is warranted to be correct and is submitted for the purpose of inducing Hawkinson Construction Co., Inc. to extend credit to the Applicant. Applicant authorizes Hawkinson Construction Co., Inc. to investigate fully all references and information provided.
2. The undersigned, individually if the undersigned is a guarantor or otherwise personally responsible for payment of the account, and/or on behalf of Applicant: (a) authorizes Hawkinson Construction Co., Inc. to fully investigate all references and information provided, as well as the credit of both Applicant and the undersigned, (b) authorizes those with information about them or their credit to disclose all such information to Hawkinson Construction Co., Inc., and (c) releases and discharges Hawkinson Construction Co., Inc. and those who provide such information from any claims, causes of action, or damages that allegedly result.
3. Applicant agrees to make full and timely payment for all materials and services charged to the account by or on behalf of Applicant. All accounts are due and payable by the 10<sup>th</sup> day of the month following the invoice date. All amounts not received on or before the 10<sup>th</sup> are past due and are subject to a late payment charge of 1.5% per month or the maximum allowed by law, whichever is greater, in addition to any statutory fees and penalties that may apply. Any account with a delinquent balance may be placed on a cash basis at any time.
4. Any applicable discount will be allowed only if payment is received by the 10<sup>th</sup> day of the month following the invoice date.
5. All invoices are deemed correct unless Hawkinson Construction Co., Inc. receives written notice of a dispute, within 30 days of the invoice date.
6. In the event of suit to collect the account or to enforce the terms of this agreement, the prevailing party is entitled to recover its costs of suit, including reasonable attorney's fees and expert witness fees. This agreement is made and to be performed in Itasca County, Minnesota, and venue for any action filed on this agreement is proper in that county.
7. Hawkinson Construction Co., Inc. may issue a preliminary notice under the mechanic's lien law on all orders over \$1500, and on smaller orders under certain circumstances. This is a company policy and not a reflection of Applicant's credit standing. Applicant will provide Hawkinson Construction Co., Inc. complete and accurate information for the purpose of preparation and service of the preliminary notice. Hawkinson Construction Co., Inc. may withhold or cancel delivery of materials in the event Applicant fails to provide requested preliminary notice information within 48 hours after written request.
8. This agreement is binding upon Applicant and its successors and assigns. Applicant agrees to notify Hawkinson Construction Co., Inc., via certified mail, within 10 days of any change in applicant's name, legal status, principals or authorized agents.
9. This is the entire agreement between Hawkinson Construction Co., Inc. and Applicant with respect to matters addressed herein. This agreement can only be modified by signed agreement. Leniency or forbearance by Hawkinson Construction Co., Inc. with respect to any term or condition is not a waiver of that term or condition.
10. The persons signing this agreement below represent and warrant that they have full authority to execute this agreement on behalf of the Applicant.
11. Where the Applicant is a corporation, association or limited liability company, the undersigned bind themselves individually to the terms and conditions of this agreement and personally guarantee the payment of the Applicant's account. This guarantee continues in force until written notice sent via certified mail is received by Hawkinson Construction Co., Inc. terminating the guarantee. The notice must specify the date of the termination, to be not less than 7 days after the notice is received. The notice will not be effective as to any charges for materials ordered before the termination date. The guarantee is a material part of the credit application, and Hawkinson Construction Co., Inc. reserves the right to close the account upon termination of any guarantee.

A. Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Corp. officer/owner/partner Title

\_\_\_\_\_  
Print Name Social Security Number or Federal ID #

B. Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Corp. officer/owner/partner Title

\_\_\_\_\_  
Print Name Social Security Number or Federal ID #



## Hawkinson Construction Co., Inc. APPLICATION FOR CREDIT AND CREDIT AGREEMENT

501 West County Road 63  
P O Box 278  
Grand Rapids, MN 55744  
(218) 326-0309 (Office)

**Thank you for applying for credit with Hawkinson Construction Co., Inc. We look forward to being of service to you.**

### INSTRUCTIONS:

Please type or print in ink. Complete all applicable sections. Return the Credit application by mail or deliver to Hawkinson Construction Co., Inc. To expedite, fax to (218) 326-0755. Be sure to mail the original. We will notify you of the status of you application.

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### APPLICANT INFORMATION

- A. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_
- B. Name: \_\_\_\_\_ Year Established: \_\_\_\_\_
- C. Legal Status:  Sole Proprietorship / Individual  Partnership  Corporation  LLC
- D. Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- E. Mailing Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- F. Nature of Business:  Developer  Owner/Builder  Contractor
- G. Contractor Lic. No.: \_\_\_\_\_ Lic. Classification: \_\_\_\_\_ At present location since: \_\_\_\_\_
- H. Charge Sales Tax:  Yes  No Resale #: \_\_\_\_\_ EIN \_\_\_\_\_
- I. Social Security # or Federal ID# \_\_\_\_\_

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### TRADE REFERENCES

1. \_\_\_\_\_  
Name Street Address City Zip Phone
2. \_\_\_\_\_  
Name Street Address City Zip Phone
3. \_\_\_\_\_  
Name Street Address City Zip Phone

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### BANK REFERENCES

1. \_\_\_\_\_  
Name Contact City Zip Phone
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**IF CORPORATION OR LLC – LIST OFFICERS**

1.	_____ President / Manager	_____ Residence Address	_____ Phone
2.	_____ Vice President	_____ Residence Address	_____ Phone
3.	_____ Secretary	_____ Residence Address	_____ Phone
4.	_____ CFO	_____ Residence Address	_____ Phone

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**IF A PARTNERSHIP OR SOLE PROPRIETORSHIP**

1.	_____ President/Manager	_____ Residence Address	_____ Phone
	_____ Social Security or Federal ID #	_____ Driver's License Number	_____ Date of Birth
2.	_____ President/Manager	_____ Residence Address	_____ Phone
	_____ Social Security or Federal ID #	_____ Driver's License Number	_____ Date of Birth