

## BUSINESS CREDIT APPLICATION

### Name/Address

|   |                      |  |                             |
|---|----------------------|--|-----------------------------|
| Name of Business:                       |                      | Phone:                                   |                             |
| Street Address:                         | City:                | State:                                   | Zip Code:                   |
| Tax ID #:                               | Duns & Bradstreet #: | Tax Exempt? Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Contact Name:                           | Phone #:             | Email:                                   |                             |
| Email to send Invoices & statements to: |                      |  |                             |

### Company Information

|  |                                |                                      |   |
|--|--------------------------------|--------------------------------------|---|
| Type of Business:  | In Business Since:             |                                      |   |
| Legal Form Under Which Business Operates:                        |                                |                                      |   |
| Corporation <input type="checkbox"/>                             | LLC <input type="checkbox"/>   | Partnership <input type="checkbox"/> | Proprietorship <input type="checkbox"/> |
| Individual <input type="checkbox"/>                              | Other <input type="checkbox"/> |                                      |   |
| If Division/Subsidiary, Name of Parent Company:                  |                                | In Business Since:                   |   |
| Name of Company Principal Responsible for Business Transactions: |                                |                                      | Title:                                  |
| Address:   | City:                          | State:                               | ZIP: Phone:                             |
| Name of Company Principal Responsible for Business Transactions: |                                |                                      | Title:                                  |
| Address:   | City:                          | State:                               | ZIP: Phone:                             |

### Bank Reference

|                      |               |        |           |
|----------------------|---------------|--------|-----------|
| Institution Name:    | Contact Name: |        |           |
| Email:               | Phone #:      |        |           |
| Street Address:      | City:         | State: | Zip Code: |
| Operating Account #: | Cash Balance: |        |           |

\*Please provide us at least three other companies your business has established credit with previously

### Trade References

|               |               |               |
|---------------|---------------|---------------|
| Company Name: | Company Name: | Company Name: |
| Contact Name: | Contact Name: | Contact Name: |
| Address:      | Address:      | Address:      |
| Phone:        | Phone:        | Phone:        |
| Email:        | Email:        | Email:        |
| Fax:          | Fax:          | Fax:          |

**\*PLEASE SIGN & RETURN A COPY OF THIS CREDIT APPLICATION WITH A COPY OF YOUR W-9 AND/OR ST-3 TO AP@MNMULCHANDSOIL.COM**

The undersigned authorized representative agrees to the following terms in all credit transactions on behalf of the above-named applicant with MNMS unless otherwise agreed to in writing by authorized Company Officers:

**Payment Terms:** The undersigned understands that payment terms are as stated on invoices and payment terms are subject to modification by MNMS upon written notice to the undersigned. The undersigned agrees to pay upon receipt of invoice those amounts invoiced to applicant by MNMS. The undersigned agrees to pay a finance charge (late fee) at the rate of 1.5% per month (18% per annum), or the maximum amount allowable under Minnesota law, on all past due amounts not paid within terms. The undersigned understand there may be a return fee (NSF fee) imposed to my account on any returned payments, at MNMS's discretion. The return fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of payment. Payments shall be due at our Maple Grove, Minnesota office unless otherwise directed by an authorized MNMS representative. Payments shall be first applied to any accrued interest on the account, and then to principal. Any billing disputes must be made and submitted in writing to the Maple Grove, Minnesota office within 30 days of the date of invoice. All invoices shall be accurate and final after 30 days.

**References and Credit Worthiness:** The undersigned authorizes the references listed on this application to release information to MNMS relating to the applicant's accounts. The undersigned authorizes MNMS to secure information regarding the applicant's business credit report history from any commercial reporting agency or trade organization and authorizes release of information regarding applicant's account with MNMS to such agencies. The undersigned authorizes MNMS to check applicant's business credit history periodically as part of maintaining credit terms. The undersigned agrees to provide MNMS, upon its request, financial statements and/or an updated Credit Application. Failure to provide such item(s) following a request may result in the immediate revocation of credit.

**Governing Law; Collection Expenses:** The undersigned represents and warrants the above information to be true, correct, and complete. The undersigned further represents and warrants that if this Credit Application is submitted by a corporation, partnership, or limited liability company, that the individual executing this document on behalf of such entity has full authority to bind such entity. The undersigned agrees to pay all collection fees and costs incurred in connection with the collection of any amounts due. The undersigned also agrees to pay all attorney's fees and costs incurred with any legal action brought against the applicant for collection of any amounts due. The undersigned agrees that performance by the applicant is due in Maple Grove, Minnesota and this agreement is governed by Minnesota law. The undersigned agrees to be subject to personal jurisdiction in Minnesota and venue for any legal action to collect any amounts due shall be Hennepin County, Minnesota.

*The undersigned agrees to abide by MNMS's credit policy if credit is granted. The undersigned consents to receive faxes, telephone calls, emails, and/or text messages from or on behalf of MNMS. The undersigned has received and signed MNMS's Credit Terms and Credit Agreement. The undersigned understands that MNMS reserves the right, in its sole discretion, to eliminate or reduce the amount of credit extended by MNMS to the undersigned at any time in the future.*

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Authorized Signature

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Please print name and title

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Date