



MACON HARDWOOD, LLC

1900-A Northside Crossing

Macon, GA 31210

Phone Number (478) 405-2299 Fax Number (478) 405-0004

Justin@maconhardwood.com

CREDIT APPLICATION FORM

Applicants must complete this form in full, sign the bottom and return to Macon Hardwood, LLC for processing.

1. Applicant's Trade Name (DBA) _____

Applicant's Legal Name _____

2. Business Address _____

Billing Address _____

Shipping Address _____

3. Telephone (____) _____ Fax (____) _____

Cell (____) _____ Email Address _____

4. Nature of Business _____

5. Type of Business ___ Corporation ___ Partnership ___ Proprietorship ___ Limited Liability Company

6. Business Details

Date Established _____ Federal Tax I.D. # _____

Annual Sales Volume \$ _____ D & B # _____

Number of Employees _____ Owner or Partner SS# _____

7. Accounting Dept. Contact _____

8. Bank Information

Bank _____ Branch _____

Branch Address/Phone # _____ Account # _____

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9. Names(s) and Titles of the Principal Owners or Officers

- A. _____
- B. _____
- C. _____

Applicant must supply 3 current Trade References (other than credit card references) with the appropriate contact numbers to avoid delays in processing this application. Please provide fax number.

	Trade Reference	Contact	Phone Number	Fax Number
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

Home Address of Corporate Officers/Members/Stockholders of the Company:

AGREEMENT

In consideration for the extension of credit, the Applicant promises to pay for all purchases within the terms agreed and agrees to pay a service charge per month of 1-1/2% per month (18% annual percentage rate) on all past due balances not received by _____. Payment is due _____ for merchandise purchased the previous month. If payment is not made by _____, the account is past due and in default and the service charge referenced herein will be made. The Applicant agrees to pay all expenses paid or incurred by Macon Hardwood, LLC, in attempting to collect any indebtedness, including reasonable attorney's fees if collected by law or through an attorney at law, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned agent of Applicant represents that he/she has the authority to execute this credit agreement on behalf of Applicant.

In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof or other agreement between Macon Hardwood, LLC, and Applicant or guarantors and this credit agreement shall be construed, in all respects, as if such an invalid or unenforceable provision or provisions were omitted. Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this credit agreement may be brought by Macon Hardwood, LLC, against the Applicant and guarantors in the courts of Bibb County, Georgia. Applicant and guarantors hereby waive any objection to jurisdiction or venue in any proceeding before said courts, including any objection based on inconvenient forum or lack of personal jurisdiction. This credit agreement shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws provisions thereof. This credit agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Signature

Print Name

Date

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PERSONAL GUARANTY

For value received and in consideration for Macon Hardwood, LLC, extending credit to the Applicant, the undersigned guarantor(s)(who if two or more in number, shall be jointly and severally liable hereunder)(collectively, the "Guarantor") hereby certify the truthfulness and accuracy of the information and documents provided and statements made to Macon Hardwood, LLC, in connection with the extension of credit to Applicant, or Guarantors, and hereby unconditionally guarantee(s) the payment, when due, of all indebtedness, whether now or existing or hereafter arising, owing by Applicant, Guarantors, or any of us, or incurred by any other person, firm or corporation for our benefit or the benefit of Applicant. Guarantor or Applicant also covenant to notify Macon Hardwood, LLC, in writing if the above business is incorporated under any name, sold, assigned, dissolved, reincorporated, etc. and until Macon Hardwood, LLC, acknowledges receipt and acceptance of such notification, Guarantor personally guarantees the credit extended by Macon Hardwood, LLC, to the new corporation, owners, assignees, etc. regardless of any involvement by Guarantor in the business or corporation. The Guarantor agrees to pay all expenses paid or incurred by Macon Hardwood, LLC, in attempting to collect any indebtedness, including attorney's fees of fifteen percent (15%) of the indebtedness if collected by law or through an attorney at law, whether or not litigation has commenced, and all costs of litigation incurred.

Guarantor hereby waive(s) all notice of acceptance of the guaranty herein, notice of extension of any credit, presentment, and demand for payment on Applicant, or others, protest and notice of dishonor or default. Macon Hardwood, LLC, may, without notice to or consent of Guarantor and without releasing Guarantor, or any of them, surrender, compromise, substitute or exchange any part or all of any security held by Macon Hardwood, LLC, grant any releases, compromises, or indulgences with respect to the indebtedness, or any party liable thereunder and hereunder, without affecting the liability of Guarantor or any of them hereunder, any of whom may be sued with or without joining the others or first suing or proceeding against Applicant or any others. This guaranty is a continuing guaranty and any revocation must be in writing, sent by registered or certified mail, return receipt requested and delivered to Macon Hardwood, LLC, at its above location to Jeff Layson and shall be effective only for the person signing the same and for indebtedness incurred after its receipt and only if such revocation is accepted by Macon Hardwood, LLC, in writing. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release Guarantor as to any sum or debt incurred prior to such termination. This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Macon Hardwood, LLC.

By signing this application, Applicant certifies that all information provided on this application is correct to the best of Applicant's knowledge. Unless described otherwise herein, terms are Net 30 Days and past due balances are subject to late fees and interest charges.

NOTICE: IT IS IMPORTANT THAT YOU READ THOROUGHLY BEFORE SIGNING.

Signed and sealed this _____ day of _____, 20_____.

Guarantor signature

Witness signature

Print Name: _____ SS#: _____

Print Name: _____

Address: _____

Below For Office Use Only

Date: _____

Rep: _____

Approved by: _____

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