

*"People Committed to Service"
Since 1983*



**WILLOUGHBY
SUPPLY**

**Commercial and Residential
Account Application**

www.willoughbysupply.com

INSTRUCTIONS FOR APPLICATION

1. Please do not change or modify any of the documents
2. Please print on all documents
3. All documents must be executed with legal name of the business
4. All documents must be completed in their entirety and signed by an owner or the president of the entity
5. We will notify you in writing once your application has been approved.
6. To speed up processing time please fax the completed application to (440) 602-4380
7. Please mail all original paper work to:

Willoughby Supply Company, Inc
7433 Clover Ave.
Mentor, OH 44060

Please direct any questions regarding these documents to your WSC sales representative.

DRIVEWAY ACCESS POLICY

To: All Willoughby Supply Customers

Willoughby Supply must use driveways to access most job sites for delivery. We cannot be responsible for breaks or cracks caused by normal delivery operations. Most driveway damages are caused not by our trucks but by weak driveway construction, unseen washouts and weakness due to normal wear and tear. Willoughby Supply will not pay for driveway damage and we strongly recommend that you include a driveway release in your contract to avoid being held liable.

This letter serves as notice of our policy and must be signed in order for your application to be processed. If you do not want us to use the driveway to access your job, you must notify us when placing your order and provide us with alternative measures to access your job. Without specific instructions otherwise we will assume you are authorizing us to use the driveway as our access.

Thank you,
Willoughby Supply Company, Inc.

Company Name

Customer Signature (owner/partner)

Date

APPLICATION AND AGREEMENT

Date: ____/____/____ WSC Branch _____

Company Name: _____

Address: _____ Years Under This Name: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Tax Exempt? Yes No * If Yes, Please Attach Certificate Of Exemption.

Financial Statement: Attached To Be Mailed Refused

Type of Ownership: Corporation Limited Liability Company Partnership Individual

Date of Incorporation: _____ State: _____ Federal Tax I.D. #: _____

Years In Business: _____ Accounts Payable Contact: _____

Have you ever filed bankruptcy? Yes No

If Yes: Personal Business Name of business: _____

Are there any judgments or any legal proceedings pending or threatened? Yes No

Any checks issued within the past six months which were not paid due to insufficient funds for any reason? Yes No

Owners/Partners/Members/Officers

Name: _____
Title: _____
S.S. #: _____ Date of Birth: ____ / ____ / ____
Drivers License #: _____
Home Address: _____ () Own () Rent
City/State/Zip: _____
Home Phone: _____ Cell: _____
Spouse's Name: _____ SS#: _____

Name: _____
Title: _____
S.S. #: _____ Date of Birth: ____ / ____ / ____
Drivers License #: _____
Home Address: _____ () Own () Rent
City/State/Zip: _____
Home Phone: _____ Cell: _____
Spouse's Name: _____ SS#: _____

Name: _____
Title: _____
S.S. #: _____ Date of Birth: ____ / ____ / ____
Drivers License #: _____
Home Address: _____ () Own () Rent
City/State/Zip: _____
Home Phone: _____ Cell: _____
Spouse's Name: _____ SS#: _____

Name: _____
Title: _____
S.S. #: _____ Date of Birth: ____ / ____ / ____
Drivers License #: _____
Home Address: _____ () Own () Rent
City/State/Zip: _____
Home Phone: _____ Cell: _____
Spouse's Name: _____ SS#: _____

Complete this section if you are applying for a CASH ACCOUNT	
Preferred Payment Method: () Cash/Certified Check () Credit Card	
* If Credit Card Complete This Section:	
Type of Credit Card: () Visa () Master Card	
Credit Card Number: _____	Expiration Date: _____
Name as it Appears on the Card: _____	

Complete this section if you are applying for a CREDIT ACCOUNT	
Bank References	People Authorized to Pick-Up/Order Material
Name: _____	Name: _____
Address: _____	Name: _____
City/State/Zip: _____	Name: _____
Type of Acct.: _____	Name: _____
Acct. #: _____	Name: _____
Phone: _____	Name: _____
Accounts With Other Supply Companies	
Company: _____	Company: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Company: _____	Company: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

Credit Dept Use Only:

Approved By: _____
Date: _____
Credit Limit: _____
Sales Rep: _____
Revised: _____

*****APPLICATION WILL NOT BE APPROVED IF MODIFIED OR CHANGED*****

AS PARTIAL CONSIDERATION FOR EXTENSION OF CREDIT TO US, THE UNDERSIGNED, FOR THE FIRM AND FOR OURSELVES INDIVIDUALLY, JOINTLY AND SEVERALLY AGREE THAT ALL PURCHASES ARE DUE AND PAYABLE IN ACCORDANCE WITH THE INVOICE TERMS. WE UNDERSTAND THAT OUR PAYMENT TO YOU IS NOT CONDITIONED ON PAYMENT BEING MADE TO US BY ANY THIRD PARTY. A 1.5% PER MONTH SERVICE CHARGE OR INTEREST AT THE MAXIMUM ALLOWABLE RATE WILL BE PAID ON ANY ACCOUNT BALANCE WHICH IS PAST DUE. IF OUR PRINCIPAL PLACE OF BUSINESS IS OUTSIDE THE STATE OF OHIO, WE AGREE TO BE BOUND BY THE SERVICE CHARGE OF 1.5% PER MONTH, OR INTEREST AT THE MAXIMUM RATE ALLOWABLE UNDER OHIO LAW, AND HEREBY WAIVE ANY PROVISION OF THE LAWS OF THE STATE IN WHICH WE HAVE OUR PRINCIPAL PLACE OF BUSINESS AND AGREE THAT THE STATE OF OHIO WILL GOVERN THIS AGREEMENT. WILLOUGHBY SUPPLY COMPANY ("WSC") RESERVES THE RIGHT TO WITHDRAW CREDIT OR INCREASE PRICES AND MAY, WITHOUT NOTICE, PLACE ANY ACCOUNT ON A C.O.D. BASIS AND REQUIRE PAYMENTS TO BE MADE BY CASH OR BANK CHECK. PRICING LEVELS FOR CREDIT ACCOUNTS ARE CONTINGENT UPON PAYMENTS MADE BY CASH OR CHECK.

WHENEVER WE RECEIVE GOODS, WARES, OR MERCHANDISE FROM WSC WE WILL INSPECT THE SAME AND MAKE ANY CLAIM FOR SHORTAGE OR OTHER NONCONFORMITY WITHIN (5) DAYS. WE AGREE, HOWEVER, THAT WHEN A CLAIM FOR SHORTAGE OR OTHER NONCONFORMITY IS MADE THAT WE WILL STILL BE REQUIRED TO PAY EACH AND EVERY OTHER INVOICE OR PORTION OF AN INVOICE OUTSTANDING WHICH DOES NOT DIRECTLY RELATE TO THE CLAIM FOR SHORTAGE OR OTHER NONCONFORMITY. THERE WILL BE A 10% RESTOCK CHARGE ON ALL RETURNED MATERIAL.

IT IS UNDERSTOOD THAT ANY AMOUNT PAST DUE MAY BE TURNED OVER FOR APPROPRIATE ACTION TO EFFECT COLLECTION AND WE ARE RESPONSIBLE FOR REASONABLE ATTORNEYS' FEES AND COLLECTION COSTS INCURRED IN CONNECTION THEREWITH. WE HEREBY CONSENT TO THE JURISDICTION TO THE LAKE COUNTY, OHIO COURT OF COMMON PLEAS FOR THE RESOLUTION AND ADJUDICATION OF ALL SUCH COLLECTION PROCEEDINGS. IT IS FURTHER UNDERSTOOD THAT WSC MAY, IN ACCORDANCE WITH OHIO LAW, SERVE AND FILE ALL REQUIRED MECHANICS LIENS AND/OR BOND NOTICES. IF THE PROPERTY TO WHICH THE MATERIAL IS BEING DELIVERED IS OUTSIDE THE STATE OF OHIO, IT IS FURTHER UNDERSTOOD THAT WSC MAY SERVE AND/OR FILE ANY LIENS AND/OR NOTICES AS ALLOWABLE UNDER THE LAWS OF THE STATE IN WHICH THE REAL PROPERTY IS LOCATED.

WE AGREE TO NOTIFY WSC IMMEDIATELY IN THE EVENT OF A CHANGE OF OWNERSHIP OR IN THE FORM OF OUR BUSINESS. WE FURTHER AGREE THAT ANY GOODS OR MERCHANDISE PURCHASED FROM WSC SHALL REMAIN THE PROPERTY OF WSC UNTIL PAYMENT IS RECEIVED FOR SAID MERCHANDISE AND GOODS BY WSC (WE) (I) FURTHER AGREE TO PROVIDE UPDATED INFORMATION TO YOU FROM TIME TO TIME AS YOU MAY REQUEST.

AS TO ANY GOODS SOLD HEREUNDER, WSC MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE ACKNOWLEDGE THAT WE ARE MAKING THIS PURCHASE BASED UPON OUR SPECIFICATIONS TO WSC OF THE GOODS REQUIRED BY US AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF WSC AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.

AS TO GOODS SOLD HEREUNDER, WE ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY RELEASE WSC FROM ANY LIABILITY HEREUNDER FOR PERSONAL INJURIES, KNOWN OR UNKNOWN, AND DAMAGE TO PROPERTY, REAL OR PERSONAL, CAUSED BY OR ARISING DIRECTLY OR INDIRECTLY FROM THE GOODS SOLD HEREUNDER AND, FURTHER, WE AGREE NOT TO SUE WSC UNDER ANY THEORY OF STRICT LIABILITY IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE FOR ANY CLAIM OR DEMAND FOR PERSONAL INJURIES AND/OR PROPERTY DAMAGE WHICH IN ANY MANNER ARISES OUT OF THE SALE, USE, APPLICATION, TRANSPORTATION OR OTHERWISE OF THE GOODS SOLD HEREUNDER. THE FOREGOING DISCLAIMERS OF WARRANTY AND DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE EACH OF US AND OUR SUCCESSORS IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS.

WE FURTHER ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY AND HOLD WSC HARMLESS FROM ANY AND ALL PROPERTY DAMAGES OR PERSONAL INJURY CLAIMS, AWARDS OR JUDGMENTS, INCLUDING ALL FINES, PENALTIES AND ATTORNEYS' FEES OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM ANY SALE AND/OR DELIVERY OF THE GOODS TO US OR ON OUR BEHALF OR TO OUR CUSTOMERS UNDER THIS CONTRACT

WSC SHALL NOT BE LIABLE FOR DAMAGE TO DRIVEWAYS, SIDEWALKS, WALKWAYS, LAWNS, SPRINKLER SYSTEMS, GARDEN, SEPTIC SYSTEMS, DRAINS, SHRUBBERY, FLOWER BEDS, AND ANY OTHER STRUCTURES, BUILDINGS, PROPERTY OR PORTIONS THEREOF AS A RESULT OF THE SALE OR DELIVERY OF ROOFING MATERIALS OR OTHER ON-THE-JOB DELIVERIES MADE AT OUR REQUEST. ALL GOODS ARE SHIPPED AT OUR RISK WHETHER SHIPMENT IS MADE BY WSC'S VEHICLES OR BY OTHER MEANS.

ALL REFERENCES MADE TO WSC HEREIN SHALL INCLUDE WSC AND ALL OF ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS.

AS AN AUTHORIZED REPRESENTATIVE OF THE FIRM BELOW, I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND BY MY SIGNATURE, AGREE TO ABIDE BY SAME.

Firm Name: _____ Date: _____
Signature: _____ Title: _____
Print Signature: _____ Owner/President

*****THIS APPLICATION WILL NOT BE APPROVED IF PERSONAL GUARANTEE IS NOT SIGNED*****

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY WSC TO THE ABOVE NAMED ENTITY, AND AS A SUBSTANTIAL AND MATERIAL INDUCEMENT TO WSC TO GRANT SUCH CREDIT, THE UNDERSIGNED INDIVIDUAL PERSONALLY GUARANTEES THE FULL AND PROMPT PAYMENT OF ALL AMOUNTS PAYABLE TO WSC FOR GOODS PURCHASED BY SAID ENTITY.

Name: _____ S.S. #: _____
Signature: _____ Date: _____
Owner/President

***** YOU MAY FAX YOUR APPLICATION TO (440) 602-4380, PLEASE ALSO MAIL ORIGINAL *****