

*"People Committed to Service"
Since 1983*



**Commercial and Residential
Account Application**

www.wsflorida.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. To speed up processing time please fax the completed application to (440) 602-4380
- 6. Copy of Driver's License ***
- 7. Copy of Contractor's License ***
8. Please mail all original paper work to:

**Willoughby Supply of Florida LLC
7433 Clover Ave.
Mentor, OH 44060**

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

*** This information is required.**

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 of Florida LLC

Company Name

Customer Signature (owner/partner)

Date

APPLICATION AND AGREEMENT

Date: ____ / ____ / ____ WS 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

Name: _____
Address: _____
City/State/Zip: _____
Type of Acct.: _____
Acct. #: _____
Phone: _____

People Authorized to Pick-Up/Order Material

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____

Accounts With Other Supply Companies

Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
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 FLORIDA, WE AGREE TO BE BOUND BY THE SERVICE CHARGE OF 1.5% PER MONTH, OR INTEREST AT THE MAXIMUM RATE ALLOWABLE UNDER FLORIDA 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 FLORIDA WILL GOVERN THIS AGREEMENT. WILLOUGHBY SUPPLY OF FLORIDA LLC ("WS") 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 WS 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 15% 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 COURTS OF PALM BEACH COUNTY, FLORIDA FOR THE RESOLUTION AND ADJUDICATION OF ALL SUCH COLLECTION PROCEEDINGS. IT IS FURTHER UNDERSTOOD THAT WS MAY, IN ACCORDANCE WITH FLORIDA 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 FLORIDA, IT IS FURTHER UNDERSTOOD THAT WS 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 WS 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 WS SHALL REMAIN THE PROPERTY OF WS UNTIL PAYMENT IS RECEIVED FOR SAID MERCHANDISE AND GOODS BY WS (WE) (I) FURTHER AGREE TO PROVIDE UPDATED INFORMATION TO YOU FROM TIME TO TIME AS YOU MAY REQUEST.

AS TO ANY GOODS SOLD HEREUNDER, WS 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 WS OF THE GOODS REQUIRED BY US AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF WS AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.

AS TO GOODS SOLD HEREUNDER, WE ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY RELEASE WS 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 WS 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.

WS 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 WS'S VEHICLES OR BY OTHER MEANS. WE FURTHER ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY AND HOLD WS 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

ALL REFERENCES MADE TO WS HEREIN SHALL INCLUDE WS 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 WS TO THE ABOVE NAMED ENTITY, AND AS A SUBSTANTIAL AND MATERIAL INDUCEMENT TO WS TO GRANT SUCH CREDIT, THE UNDERSIGNED INDIVIDUAL PERSONALLY GUARANTEES THE FULL AND PROMPT PAYMENT OF ALL AMOUNTS PAYABLE TO WS FOR GOODS PURCHASED BY SAID ENTITY.

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

***** YOU MAY FAX YOUR APPLICATION TO (561) 848-1477, PLEASE ALSO MAIL ORIGINAL *****