

**BRANCH USE ONLY**  
 Branch #: \_\_\_\_\_  
 Salesperson #: \_\_\_\_\_  
 Cust Price Class: \_\_\_\_\_  
 Tax Code: \_\_\_\_\_  
 Cust Type: \_\_\_\_\_

# MORRISON

SUPPLY COMPANY

## CUSTOMER ACCOUNT APPLICATION

Anticipated Monthly Purchases \$ \_\_\_\_\_ Phone # (956) 289-7850  
 Fax # (956) 318-2648  
 Business Name Hidalgo County Facilities Management  
 Street Address 3100 S. Bus. 281 suite D City Edinburg State TX Zip 78539  
 Mailing Address P.O. Box 1356 City Edinburg State TX Zip 78539  
 Email \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 State of Origin TEXAS Type of Business Government No Yrs in Business \_\_\_\_\_

If a Subsidiary or Division, Name of Parent Company \_\_\_\_\_

Business Type:  Proprietorship  Partnership:  Corporation:  
 General  "C" Corp  
 Limited  Subchapter S  
 LLP  LLC

**Principals**

Name:	Title	Address	City, State, Zip	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Sales Tax # 74-6000-717 State TX Please include copy

**Billing Information** (if different from above)  
 Billing Address P.O. Box 1356 Purchase Orders Required?  Yes  No  
 City Edinburg State TX Zip 78539 Job Names Required?  Yes  No  
 Special Billing Instructions: \_\_\_\_\_

**References**

TYPE	NAME	CITY/STATE	PHONE	FAX	ACCOUNT #
Bank					
Supplier					
Supplier					

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name & Title \_\_\_\_\_

By signing, applicant agrees to and will abide by Morrison Supply Company, LLC's, published Customer Account Terms of Sale and the Conditions of Sale printed on our invoices and delivery tickets made a part hereof. Those documents may also be reviewed at [www.morsco.com](http://www.morsco.com).

# MORRISON SUPPLY COMPANY

## CUSTOMER ACCOUNT TERMS AND CONDITIONS

Applicant (Buyer) certifies that all information submitted herein is true and correct and is provided to request commercial credit from Morrison Supply Company, LLC (Seller). Buyer agrees to the herein stated Terms and Conditions and the Terms and Conditions (together referred to as "Terms") on the Sellers Invoices and Delivery Tickets. These Terms and Conditions represent the complete agreement between Buyer and Seller.

Buyer is able to pay within Sellers standard published payment terms. All payments will be rendered according to the Terms and Conditions of Sale herein made a part of this agreement. Past due amounts are subject to a service charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is less. If Buyer is in default, Buyer agrees to pay all cost incurred in the collection of funds owed to Seller. Buyer agrees to submit to the exclusive jurisdiction of the courts of the State of Texas and agrees that this agreement is performable in Tarrant County, Texas.

Buyer agrees that all funds owed to or received by Buyer from anyone, resulting from the materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees to promptly account for and pay to Seller all such Trust Funds. Buyer irrevocably assigns to Morrison its accounts receivable from anyone to the extent that sums are justly due from Buyer to Seller under this agreement.

Buyer agrees that any claims that charges reflected on invoices or statements are inaccurate are WAIVED if the charges are not contested within 60 days of the receipt of such statement or invoice. Buyer agrees to pay a reasonable storage fee if materials are stored on Sellers premises for more than 60 days.

Buyer agrees that Seller shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by reasons beyond Seller's reasonable control and occurring without its fault or negligence, including without limitations, failure of manufacturers, vendors, suppliers, subcontractors and carriers, or party to substantially meet its performance obligations under this Agreement.

Buyer will notify Seller immediately by Certified Mail of any changes in the Buyer's legal entity, legal name or legal status, principal place of business, principals and/or owner, or Buyers interest in any sole proprietorships, partnerships, or corporations, which purchase materials from Seller, as well as any employees who are terminated and no longer authorized to purchase on the account.

Buyer agrees that any extension of credit availability to Buyer and the amount and the terms of such credit availability are at the sole absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit available to the Buyer at any time with or without notice and to change any of the terms and conditions thereof upon notice to the Buyer. Buyer agrees that all subsequent transactions would be governed by such modified terms.

Buyer certifies the information provided is true and correct and signor is authorized to execute documents and agreements required to establish a commercial credit account on behalf of Buyer. If Buyer is a corporation, partnership, LLC or other business entity, the signor affirmatively states that the signor is authorized to sign on behalf of said corporation and to obligate said corporation for any credit extended thereto, and that the corporation on whose behalf credit is extended will continue to be bound and obligated for any credit advanced to said corporation until such notice to the contrary is given in writing to the Seller. Seller has authority to verify any information provided or secure information necessary to determine credit worthiness.

If Buyer is a sole proprietorship or partnership Seller is authorized to obtain Consumer Reports on Buyer or its principals for the sole purpose of evaluating credit worthiness for a commercial credit account with Seller.

This agreement embodies the entire agreement between Buyer and Seller and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Seller and Buyer. There are no oral agreements between Seller and Buyer.

**THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON D.C. 20580.**

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Christy Westerman, Morrison Supply Company, PO Box 70, Fort Worth, Texas, 76101, 817-870-2227.

**MORRISON**  
SUPPLY COMPANY

**UNSIGNED DELIVERY AUTHORIZATION**

I \_\_\_\_\_ agree to pay for any and all materials delivered to a job site, my office or home when no one is present to sign for the materials.

I understand that I will be liable for payment of the charges for those materials.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_