



Credit Application

Account Name Montague County Courthouse Annex

Mailing Address P.O. BOX 416

Physical Address 11339 STATE HWY 59 N
(If more than one location is required for delivery, a Job Information Form must be completed)

City MONTAGUE State TX Zip 76251-0416 Date Started _____

Business Phone 940-894-2556 Cell Phone _____

Email COMMISSIONERS@CO.MONTAGUE.TX.US

Purpose of Account: Personal _____ Business X Both _____

Complete this section if account is for business purposes:

Structure of Company: Corporation _____ Partnership _____ Proprietorship _____
LLC _____ Agricultural Account _____ Ag. Exempt # _____

If a Corporation: Year & State of Incorporation 166 YEARS AGO

Authorized to do Business in Texas Yes X No

Registered Agent Name and Address Montague County, 11339 STATE HWY 59 N, MONTAGUE, TX 76251-1308

Charter No. In Texas _____ In Good Standing? (All Franchise Taxes Paid?) _____

Federal Tax ID No. _____ Sales Tax Exempt No. 75-6001078

(If exempt from sales tax, please attach certificate)

Officers, Partners, Owners:

Name	Position/Title	Home Address	Phone No.	SSN
KEVIN BENTON	COUNTY JUDGE		940-894-2401	
MARK MURPHEY	County Commissioner Pct.3			

Financial References:

Institution	Contact	Address	Phone	Account No.
Checking <u>LEGEND BANK</u>		<u>101 W TARRANT ST. BOWIE, TX 76230</u>	<u>940-872-2221</u>	

Savings _____

Loan _____

Purchase orders required on all purchases? Yes / No (circle one) (Precinct # and name on all invoices)

Credit limit requested \$ _____ *(I understand a lesser amount may be granted)*

The company or individual indicated below, as Customer, hereby submits the above application and by execution of this application, warrants and represents that the statements furnished above true and correct. Customer further expressly agrees that all the purchases now made, and which may hereafter be made from Hometown Building Centers (Seller), shall be upon the following terms and conditions:

Terms and Conditions

1. Seller is entitled to rely on the information provided by Customer, including the information provided in this Credit Application, and supporting documents provided from time to time by or on behalf of Customer to Seller in determining whether to extend or to continue to extend open account credit accommodations to Customer.
2. Seller may at any time modify the limits of open account credit accommodations available to Customer and the terms and conditions upon which open account credit accommodations will be extended to Customer. In the event that Customer exceeds its credit limit without the prior written approval of Seller, then Customer shall be in default of this agreement, and, at its sole discretion, Seller may declare the total account balance immediately due and payable, without any notice to Customer, and Customer agrees to pay the total balance owed on the account, even if the balance exceeds the credit limit desired, and even if Customer has indicated that a purchase order is required. Customer agrees to be responsible for all sales on the account made in good faith by Seller.
3. All merchandise returned for credit shall be received by Seller, on or before 30 days from the date of purchase, and is subject to acceptance by Seller, which shall not be obliged to accept any damaged, mutilated, altered, or otherwise un-salable merchandise for return as determined by Seller in its sole discretion. In no event will Seller be liable for any monetary damages with respect to any merchandise sold to Customer, and Customer's sole remedy for any defects in the merchandise or otherwise, shall be, at Seller's option to repair or replace the merchandise or credit Customer's account.
4. Each invoice is due and payable in accordance with all terms and conditions of this Credit Application and such invoice (including, but not limited to, payment terms contained therein and the location to which payments should be made) notwithstanding any contrary provision in any purchase order, confirmation or other form of instrument prepared by Customer, its employees or agents.
5. Unless otherwise agreed to in advance in writing by Seller, each invoice is due on or before the fifteenth (15th) day of the month following the date of the invoice.
6. In addition to any other remedy to which Seller may be entitled, interest shall accrue at the rate of 1.5% per month, limited to the highest rate permitted by state law, on any invoice not paid in accordance with invoice terms, and on any court costs, expenses, costs of collection and attorney's fees incurred by Seller. All interest and other charges contracted for, charged or received by Seller under this agreement shall be limited to the maximum rate permitted by law, and if such interest and other charges ever exceed such maximum rate, then the excess shall be refunded to Customer and considered a bona fide error. Any account with an unpaid balance as of 90 days or more past the due date may be referred by the Seller to a third-party collection agency and Customer will be liable for reasonable collection costs and legal fees.
7. Customer shall be obligated to pay all costs and expenses incurred by Seller in collecting any past due amounts, including, but not limited to, court costs, expenses, costs of collection and attorney's fees. In the event Customer defaults in making payment for any purchases made pursuant hereto, or fails to comply with any of the terms and conditions of the invoices on which same shall be purchased, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Customer or his property, the Seller shall have the right, at its election, with or without notice or demand, to declare the entire account of Customer to be immediately due and payable. Any account with an unpaid balance at the close of business on the 15th day of the month will be automatically closed.
8. Seller is hereby authorized at any time to generate or to obtain one or more credit or investigative reports from credit reporting agencies or others regarding Customer, its principals and officers and any guarantor of Customer's obligations, including consumer credit reports
9. Execution of a delivery receipt or other document evidencing delivery of purchased merchandise is conclusive proof of the delivery of the merchandise described in the receipt or document.


10. All obligations owed by Customer to Seller are performable in the venue of purchase. Venue for any dispute shall be in the county court at law or district court in the county of the store from which the purchase was made.
11. Prior to filing suit against Seller regarding any transaction subject to this agreement, Customer agrees to mediate any claim it may have against Seller.
12. At the option of Seller, any claims between Customer and Seller may be submitted to binding arbitration in the place of proper venue.
13. In the event that Customer defaults in the payment terms set out above, all sales to Customer shall be considered due and payable on the date of receipt by or on behalf of Customer, and Seller is authorized to immediately take whatever action that it determines is appropriate to perfect any lien and/or bond claims that Seller may have concerning Customer.
14. In the event that sales are made by Seller to Customer prior to the approval of this application for credit, and if the application is not approved, then Customer agrees that any purchases made by Customer from and after the date of this application are subject to the terms of this application, and that Seller's demand for or acceptance of payment for such purchases is not an agreement to extend credit to Customer.
15. Customer shall pay all state and local taxes on a purchase unless a properly completed resale or exemption certificate is presented and accepted by Seller. If the certificate is improper for any reason, Customer and any guarantors shall indemnify and defend Seller, and shall reimburse Seller, for any tax, penalty, interest, cost, expense and/or attorney's fees incurred by Seller.
16. Seller makes no warranty or guarantee of any kind whatsoever with respect to the merchandise purchased by Customer, including without limitation and implied warranty of merchantability or fitness for a particular purpose. Customer hereby acknowledges that, as between Seller and Customer, all such merchandise is being purchased on an AS IS, WHERE IS basis. The foregoing limitation is not intended, however, to limit any warranty or guarantee, if any which the original manufacturer of the merchandise may provide.
17. This application, together with any invoice provided by Seller in connection with the sale of any merchandise to Customer, shall constitute the entire agreement between Seller and Customer and may not be amended, modified or altered in any respect except by writing executed by both parties.



(Applicant Signature)



(Printed Name)



(Date)

Nation's Best – Hometown Building Centers

Charge Authorization Form

Account Number: _____ Account Name: _____
(to be completed by the Seller)

The following individual(s) is/are authorized to charge on the above account:

Mike Mayfield _____

Jay Klement _____

Carol Meyers _____

Roy Darden _____

Evan Brewer _____

Larry Don Byas _____

David Scruggs _____

Danny Meyers _____

Carrol Brooks _____

Richard Cross _____

Authorized by:


(signature)

KEVIN L. BENTON
(printed)

Title:

COUNTY JUDGE

Date:

April 24, 2023

Nation's Best – Hometown Building Centers

Personal Guaranty

In consideration of the sale of goods and/or services by Seller to Customer, on an open account basis, the undersigned hereby guarantees the payment and performance of all obligations of Customer to Seller (including Sellers's successors and assigns), including the payment of any balance existing as of the date of this agreement, as if the undersigned were the primary obligor on the account.

I agree to guarantee the full and timely payment of all amounts owed by Customer to Seller. This guaranty is an absolute, unconditional and continuing guaranty, and no notice of the indebtedness currently outstanding or hereafter incurred need be given.

The terms of payment of any obligation of Customer to Seller may be modified, rearranged, extended or renewed without notice to, or consent by, the undersigned. The undersigned may terminate his or her obligations with respect to future obligations of Customer by giving written notice to Seller. However, the notice only becomes effective on the date it is received, and only as to obligations incurred by Customer after the receipt of the notice.

Seller is authorized to investigate the creditworthiness of Guarantor and may obtain one or more consumer credit reports on Guarantor in connection with such investigation.

Prior to filing suit, Guarantor agrees to mediate any claim it may have against Seller. At the option of Seller, any claims between Guarantor and Seller may be submitted to binding arbitration in the place of proper venue. Guarantor shall be obligated to pay all costs and expenses incurred by Seller in enforcing this guaranty, including, but not limited to, court costs, expenses, costs of collection and attorney's fees.


Guarantor Signature

KEVIN L. BENTON
Guarantor Printed Name

April 24, 2023
Date

75-6001078
SS# EIN

DL#

Date of Birth (D.O.B)

Trade References:

(Please provide 3 current trade references.)

1) Luke's Ace Hardware (Company Name)
940-825-3750 (Telephone #)
____ (Contact Name)
____ (Account #)
acemuenster@yahoo.com (email address)

2) Cooke County Crushed Stone (Company Name)
940-759-4104 /Fax: 940-759-2929 (Telephone #)
____ (Contact Name)
____ (Account #)
ddenton85@gmail.com (email address)

3) RDO Equipment Co. (Company Name)
800-950-4905 /Fax: 877-334-8014 (Telephone #)
____ (Contact Name)
____ (Account #)
RDOAR@rdoequipment.com (email address)

Applicant authorizes Seller to check all financial and credit references and to obtain credit bureau information without recourse.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Montague County	
Address (Street & number, P. O. Box or Route number) PO Box 416	Phone (Area code and number) 940.894.2556
City, State, ZIP code Montague, Texas 76251	TX 756001078

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Nation's Best

Street address: City, State, Zip code:

Description of items to be purchased or on the attached order or invoice:

(1) Parts, labor, repair work, service, material, aggregates

Purchaser claims this exemption for the following reason:

GOVERNMENT ENTITY

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser: <i>Debra Boaz</i>	Title: Administrative Assistant to the Commissioners	Date 3/01/2023
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.