

618 Depot Street + PO Box 1125 Manchester Center, Vermont 05255 tel 802 362 1952 toll free 888 447 5645 fax 802 362 6434

88 Exchange Street • PO Box 746 Middlebury, Vermont 05753 tel 802 388 2721 toll free 800 564 2721 fax 802 388 2683

207 Portland Street + PO Box 697 Morrisville, Vermont 05661 tel 802 888 4501 fax 802 888 6311

> 785 Sylvan Park Road Stowe, Vermont 05672 tel 802 253 8516 fax 802 253 6119

385 Cole Avenue Williamstown, Massachusetts 01267 tel 413 458 8121 toll free 800 670 7433 fax 413 458 5570

21 West street • Route 5 North West Hatfield, Massachusetts 01088 tel 413 247 8300 toll free 866 446 5820 fax 413 247 8338

rkmiles.com

Attached please find the r.k. Miles, Inc. Application for Credit.

In order to expedite your request for credit, please furnish all the appropriate data required on this form, including the source of funds to pay for your project, sign the proper section on the reverse side, and return it to my attention at your convenience. If you are requesting an individual account then both husband and wife or co-applicant must sign. Please be sure to indicate delivery address for materials if different than your home address. If you are requesting a business or contractors account all sections of the application must be completed and if the application is in the name of a corporation, an officer of the company must sign this application and the owner(s) will need to execute the payment and performance guarantee section.

Thank you for considering r.k. Miles, Inc. Should you have any questions regarding this matter, please do not hesitate to contact me at 888 447 5645 x624 or spenom@rkmiles.com.

Sincerely,

Mark W. Speno Credit Manager r.k. Miles, Inc.

Please Note: We do not accept faxed copies of our credit application.

□ Retail (Convenience)
□ Retail (New Construction
□ Business

□ Contractor

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Desired Credit Limit

\$

OFFICE USE ONLY

□ Approved

Name\_

# APPLICATION FOR CREDIT • ALL SECTIONS MUST BE COMPLETE FOR CONTRACTOR OR BUSINESS ACCOUNTS TO BE CONSIDERED •

GENERAL INFORMATION					
please print clearly Name (applicant)	Name of Business				
Social Security # (applicant)	Business PhoneCell				
Home PhoneCell	email				
email	Business Fax				
HOME ADDRESS	BUSINESS ADDRESS				
Street	Street				
CityStateZip	_ CityStateZip				
□ Own □ Rent # of Years Monthly Payment \$	Company Officer or Partner				
Landlord or Mortgage Holder	NameTitle				
□ Married Spouse/Co-Applicant	NameTitle				
□ Single Co-Applicant Social Security #					
EMPLOYMEN					
Applicant Employer	□ Contractor □ Architect □ Business □ Other				
Employer Address					
PositionDurationSalaryPer	□ Corporation □ Sole Proprietor □ Partnership				
Co-Applicant Employer	Federal ID #				
Employer Address	Tax Exempt #				
PositionDurationSalaryPer	# of EmployeesYears in Business 5				
Position   Duration   Salary   Per_   # of Employees   Years in Business   Tree for the subscription of the subscriptic subscription of t					
If you are a homeowner applying for credit for a specific project, please of					
Please explain the source of funds or financing available to pay for your	project: Type				
BANK INFORMATION/REFERENCE	TRADE/CREDIT REFERENCE				
	List companies you have had open accounts with excluding credit card co's & banks.				
Name of Bank	1) Name				
Address	AddressPhone				
PhoneOfficer or Manager	Address Phone Image: Constraint of the second seco				
Checking #Savings #	AddressPhone				
Investment or Brokerage# 3) Name					
□ Mortgage □ Home Equity Line □ Loans	AddressPhone				

• SEE REVERSE FOR CREDIT AGREEMENT DISCLOSURE AND APPLICANT SIGNATURE •

Return application to: attn Credit Manager + PO Box 1125 + Manchester Center, VT 05255 + email spenom@rkmiles.com + tel 888 447 5645

# CREDIT AGREEMENT

In consideration of granting credit for purchases of goods, materials and services by or for the account of any of the undersigned hereinafter referred to as "Credit Customer" from r. k. Miles, Inc., it is hereby agreed as follows:

- 1. The undersigned shall be jointly and severally liable to pay all accounts and obligations incurred under the terms and conditions of this agreement with r.k. MILES, Inc. by any one or all of the undersigned parties. Any waiver of terms by r.k. MILES, Inc. will not be deemed a permanent waiver.
- 2. r.k. MILES, Inc. is hereby notified that all of the undersigned have actual authority to incur credit on behalf of each of the undersigned parties. Any employee and/or family member of the undersigned has actual authority to purchase upon this account. Payment by any of the undersigned of any account with a purchase by some other party shall constitute ratification of the authority of such party in any further purchase.
- 3. Payment for all materials purchased from the first through the end of the month is due "Net" and is payable by the end of the following month.
- 4. The undersigned agrees to pay a FINANCE CHARGE at a rate up to one and one-half percent per calendar month (APR 18%) upon all sums which remain unpaid through the date payment is due. Said finance charge shall be computed from the first of the month following the month during which the purchase occurred.
- 5. If the Credit Customer makes any misrepresentation in applying for or otherwise in connection with this agreement, does not make any payments when due hereunder, or defaults in the performance of any other obligation to the said r.k. MILES, Inc., the said r.k. MILES, Inc., may at any time thereafter, without notice or demand, declare all obligation hereunder to be immediately due and payable. Credit Customer and any other person liable on such obligation promises to pay all costs of collection, including attorney's fees. Customer agrees that a minimum attorney's fee of \$50.00 or twenty percent (20%) of amount due, whichever is greater is a reasonable attorney's fee.
- 6. The undersigned hereby agrees to pay at such place as r.k. MILES, Inc. designates, obligations evidencing such credit, and any applicable finance charge, in accordance with billings. Purchases and or deliveries are herewith authorized to be made without signatures and purchase of materials will indicate the acceptance of the terms and conditions on subsequent invoices and statements. Credit Customer and or any other person obligated hereunder agrees that a copy (including photographic or other duplication) of sales slip, voucher or other writing relating to any purchase obtained under this agreement shall be competent evidence establishing the amount owed hereunder to r.k. MILES, Inc. without the necessity of producing the originals thereof.
- 7. Nothing, including but not by way of limitation the terms and conditions of this Credit Agreement, shall in any way affect, alter or preclude r.k. MILES, Inc., from pursing or enforcing its rights under 9 VSA 1921 et seq. (re: Materialsman's Lien for labor or materials).
- 8. By signing this credit agreement, the undersigned hereby grants r.k. MILES, Inc. authority to make any inquiries to various credit agencies, suppliers, banks, lending institutions, stock brokers or investment firms and to obtain information about your transactions, such as account balances, payment history, and credit worthiness. Also, to obtain any credit reports that at any time they feel are necessary in determining the credit worthiness of the undersigned in reference to this credit application or while sums are due r.k. MILES, Inc. and permitted by law.

# NOTICE TO BUYER

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR PAID HEREUNDER. IN SIGNING ON BEHALF OF A CORPORATION THE SIGNER REPRESENTS THAT EXECUTION OF THIS CUSTOMER CREDIT AGREEMENT HAS BEEN DULY AUTHORIZED BY THE SHAREHOLDERS, DIRECTORS AND OFFICERS OF THE CORPORATION.

# DO NOT SIGN THIS AGREEMENT IN BLANK, YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

UPON SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE COMPLETED CREDIT APPLICATION, AND FURTHER ACKNOWLEDGES THAT THERE WERE NO BLANK SPACES WITHIN THE AGREEMENT TO BE FILLED IN AFTER SIGNING.

# RETAIL CUSTOMER SIGNATURES

Signature (Applicant)

\_Date

Date

Signature (Spouse/Co-Applicant)

\*\*If credit customer is married, both spouses must sign.\*\*

## BUSINESS/CORPORATE SIGNATURES

Date

Date

Date

Business/Corporate Name

Signature (Corporate Officer)

Payment and Performance Personally Guaranteed By:

Signature (Owner)

Signature (Owner)

\*\*Guaranty required for Business/Corporate Accounts\*\*

CONTACTING US

IF YOU HAVE A QUESTION ABOUT THIS NOTICE, PLEASE CONTACT OUR CREDIT MANAGER

phone

802 362 1952

toll free

888 447 5645

## mailing address

attn: Credit Manager r.k. MILES, Inc. PO Box 1125 Manchester Center, VT 05255





rkmiles.com

PRIVACY



### **OUR GOAL**

Our goal is to maintain your account and any personal information provided to us in the strictest confidence. Your confidence and trust are paramount to us.

#### SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling and storage of all personal information. We take action against those employees who do not follow our privacy rule relating to both past and current customers.

### **ABOUT THIS NOTICE**

This notice tells you how we collect, handle, and disclose personal information about you.

#### **Personal Information We Collect**

The personal information we collect about you comes from the following sources:

Information we receive directly from you in the credit application process, such as your name, address, social security number, telephone number, email address, certain financial information and credit references.

Information about your charge transactions, such as your account balances, payment history, and account activity.

Information we receive from consumer reporting agencies and other sources, such as credit bureau reports, banking history and other information relating to your creditworthiness, and

Information provided by you in the ordering/payment process concerning credit card numbers, expiration dates and special credit instructions.

#### How we handle your personal information

Applications for credit are stored in locked file cabinets with limited employee access. Basic account information entered on our computer server is protected through electronic security procedures such as firewall technology and user authentication. All written credit card authorization information is securely stored with limited access and destroyed immediately after its intended use. Computer credit card information is stored on encrypted files protected against unauthorized use. Personal customer information is made available only to employees who need to know in order to provide you with products and services of r.k. Miles, Inc.

#### Information we disclose about you

We do not disclose any personal information about you to any third party except as permitted or required by law.

#### How can you review your information?

You may write or call for an appointment and we will be happy to review what information we have in relation to your account. If you believe we have incorrect information, we are willing to make any bona-fide correction. See "Contacting Us" on the back panel of this pamphlet.