



APPLICANT INFORMATION

Applicant's Name:		DBA Name(s):	
Contractor's License #:		Established in (Year):	
Phone:		Salesman:	
Email Address:		Type of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership (choose one) <input type="checkbox"/> Corporation <input type="checkbox"/> Other
Primary/Business Address:		Resale #:	
City, State, ZIP Code:		Federal Tax ID #	
Authorized Buyer(s):		Purchase Order Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Accounts Payable Contact:		Has Applicant or any of its principals filed bankruptcy in the last 7 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

OWNER/OFFICER INFORMATION

Name and Title:		Name and Title:	
Home Address:		Home Address:	
Mobile Phone:		Mobile Phone:	
Email:		Email:	

COMMERCIAL BANK REFERENCE

Bank Name:		Bank Contact Name:	
Bank Phone/Fax:		Checking Account Number:	
Bank Contact Email:		Savings Account Number:	

TERMS AND CONDITIONS OF SALE

This Credit Application and Sales Agreement ("Agreement") is by and between APPLICANT, on the one hand, and Big Creek Lumber Company, a California corporation and its affiliates, subsidiaries, successors, and assigns (collectively "BCL"), on the other hand. APPLICANT expressly agrees that all purchases made now and in the future from BCL shall be subject to, in accordance with, and governed by, the terms and conditions in this Agreement, unless otherwise agreed to in writing by an officer of BCL. The undersigned warrants and represents that he/she is authorized to enter into this Agreement on behalf of APPLICANT, and that all representations above are complete and truthful. APPLICANT further agrees to the following terms and conditions of sale:

- PAYMENT TERMS:** For all wholesale purchases, APPLICANT agrees to pay no later than the tenth day following delivery; a 1% discount may be taken for prompt payment, but only if paid by cash or check. For all retail purchases, APPLICANT agrees to pay no later than the tenth day of the first month following delivery; a 1% discount may be taken for prompt payment, but only if paid by cash or check. For all sawdust account purchases, APPLICANT agrees to pay no later than the tenth day following delivery; no discount is allowed. Earned discounts not taken by APPLICANT within sixty days are waived. Any dispute with respect to an invoice, statement, charge, or credit on APPLICANT's account, must be received by BCL, in writing, within 10 days of APPLICANT's receipt of such invoice, statement, charge or credit, or APPLICANT waives any such dispute.
- DEFAULT:** In consideration of BCL extending credit to APPLICANT, APPLICANT promises full and prompt payment of all indebtedness, obligations, and liabilities of every kind, present and future, incurred by APPLICANT for goods and/or services purchased from BCL. APPLICANT's failure to make timely payment of any invoice shall result in APPLICANT's account being deemed in default, which may result in the account being placed on a COD basis, suspended, or cancelled. A service charge of 18% per annum (1.5% per month) shall be assessed on all delinquent invoices (i.e., wholesale and sawdust invoices unpaid ten days after delivery; retail invoices unpaid by the tenth day of the first month after delivery). In any action for the collection of payment for goods furnished by BCL, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs actually incurred. If APPLICANT's check is returned by APPLICANT's bank unpaid for any reason, applicant agrees to pay service charge of \$25.00.
- CREDIT INFORMATION:** APPLICANT authorizes BCL to investigate APPLICANT's credit history, bank references and any other information necessary to extend credit and to obtain a consumer credit report, pursuant to California Civil Code Section 1785.11 on APPLICANT at this time and at any time in the future for the extension of credit to or for review or collection of APPLICANT's account. APPLICANT understands and agrees that BCL is extending credit in reliance on the information provided by APPLICANT on its credit application. APPLICANT agrees it has a continuing duty and will inform BCL immediately in writing of any changes to the information provided by APPLICANT in this Agreement, including any change in APPLICANT's ownership or form of organization. APPLICANT understands and agrees that in the event that APPLICANT should fail to give such notice, APPLICANT in its present form of organization, and its present owners, shall remain fully responsible for all charges in addition to any liability to which the new business organization or owners may be subject. APPLICANT represents to BCL that it is solvent as of the date of this Agreement and continues to warrant and represent each time it places a future order.

4. **DELIVERY:** All shipping and delivery dates are approximate and in no event shall BCL be liable for any damages for delays in shipment or delivery. APPLICANT agrees that purchases and deliveries may be made without signatures. APPLICANT authorizes BCL to make deliveries to locations designated by APPLICANT regardless of whether APPLICANT's agent is present at the time of delivery. APPLICANT is solely responsible for adequate access to delivery location and assumes liability for damage to property or equipment when trucks are required to leave highways or accepted streets.
5. **FORCE MAJEURE:** BCL shall not be liable for delay in delivery (or inability to deliver) due to acts of God, acts of the APPLICANT, acts of any civil or military authority, fires, strikes, picketing, boycotts, floods, epidemics, quarantine restrictions, war, insurrection or riot, embargoes, disturbances of production or supply, trucking or transit shortages, wrecks or delays in transportation, severe weather, fire, flood, accidents, failure in production or production equipment, inability to secure merchandise, inability to obtain fuel, power, or raw materials, manufacturing shortages, or other causes beyond the reasonable control of the BCL.
6. **INDEMNITY:** To the fullest extent permitted by applicable law, APPLICANT shall indemnify, defend, and hold harmless BCL from and against any and all claims, losses, damages, costs, expenses (including attorneys' and expert witness fees), demands, suits, injuries and liabilities arising from the death or injury of any person or from damage to or destruction of any property, relating directly or indirectly to (i) the use, installation, or delivery of goods by APPLICANT and/or APPLICANT's agents, subcontractors, sub-contractors, employees or servants, and (ii) the negligence or willful misconduct of such parties.
7. **RISK OF LOSS:** All risk of loss, damage and other incidents of title and ownership shall pass to APPLICANT upon delivery to APPLICANT, his agent, employee or carrier at BCL's shipping point and such delivery shall constitute delivery to APPLICANT.
8. **LIMITED WARRANTY:** ALL GOODS SOLD TO APPLICANT ARE FREE FROM MATERIAL DEFECTS, SUBJECT TO LUMBER INDUSTRY STANDARD TOLERANCES AND VARIATIONS. LUMBER IS PRODUCED AND BILLED AT HISTORIC NOMINAL SIZES. DUE TO MINOR VARIATIONS IN THE MANUFACTURING PROCESS THE MATERIALS SHIPPED MAY VARY SLIGHTLY FROM THE NOMINAL SIZE DESCRIBED. THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS PROVISION IS EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH THIS SALE, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WHICH ARE EXCLUDED AND DISCLAIMED IN ALL RESPECTS AND FOR ALL PURPOSES.
9. **DAMAGES AND LIMITATION OF LIABILITY:** IN NO EVENT SHALL APPLICANT OR ANY THIRD PARTY HAVE THE RIGHT TO RECOVER FROM BCL FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES FOR LOSS OF EFFICIENCY OR DELAY TO ANY PROJECT ON WHICH THE GOODS ARE USED OR ORDERED OR INTENDED FOR USE), WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSES OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, OR REPAIR OF THE GOODS SOLD BY BCL. NOTWITHSTANDING THE FOREGOING, APPLICANT AGREES THAT BCL'S SOLE LIABILITY, IF ANY, SHALL BE EXCLUSIVELY LIMITED TO, AT BCL'S OPTION, REPAIR OR REPLACEMENT OF ANY NON-CONFORMING GOODS OR REFUND OF THE PURCHASE PRICE PAID FOR SUCH NON-CONFORMING GOODS.
10. **CANCELLATIONS AND RETURNS:** APPLICANT may not cancel or return any order of goods, including but not limited to specially manufactured goods, without BCL's written consent. Transportation shall be paid by APPLICANT on approved return(s). Any cancellation so authorized shall be subject to a cancellation/restocking charge of 15%, plus all freight.
11. **JOB INFORMATION AND JOINT CHECKS:** APPLICANT agrees to provide, upon request, all information necessary for the completion of a California 20-Day Preliminary Notice as to any project to which BCL is providing building materials. APPLICANT agrees, upon request by BCL, to execute a joint check agreement with any owner or general contractor as to any project to which BCL is providing building materials.
12. **GOVERNING LAW AND VENUE:** APPLICANT agrees that all issues and disputes relating to this Agreement shall be construed under the laws of the State of California. APPLICANT further agrees that the exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating to this Agreement shall be Santa Cruz County, California, unless BCL initiates said legal action to enforce statutory remedies (such as enforcing claims on mechanics lien, stop payment notices, payment bonds, etc.) in connection with a debt incurred by APPLICANT; in such case, the jurisdiction and legal venue will be determined by the requirements of the law of the state where such statutory remedies are to be enforced.
13. **SEVERABILITY:** If any term, condition, or provision of this Agreement is found to be invalid or unenforceable, such term, condition, or provision shall be severed out and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. **NON-WAIVER:** The failure of BCL to insist upon the strict performance of any of these terms and conditions of sale will not be deemed to be a waiver of any of the rights or remedies of BCL, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these terms and conditions of sale will be valid unless in writing signed by a duly authorized representative of BCL.
15. **COPIES AND ELECTRONIC SIGNATURES:** APPLICANT agrees that BCL may accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this Agreement, in lieu of an original document. APPLICANT acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this Agreement to BCL, APPLICANT agrees to be bound by the terms and conditions contained in this Agreement to the same extent as if an original were transmitted to BCL. APPLICANT waives any right to object to the use of a copy in place of the original and any right to require BCL to subsequently produce an original.
16. **COMPLETE AGREEMENT:** This Agreement is the complete written expression of the parties' agreement and supersedes any prior agreements between APPLICANT and BCL. BCL objects to any additional or conflicting terms transmitted by APPLICANT in any purchase order or other writing. No waiver, alteration or modification by APPLICANT of any of the provisions hereof shall be binding upon BCL unless specifically assented to in a signed writing by an officer of BCL.

SIGNATURE: _____ DATE: _____

PRINT NAME & TITLE: _____

SOCIAL SECURITY #: _____ DRIVER'S LICENSE #: _____

BCL complies with the California Consumer Privacy Act ("CCPA") because your privacy is important to us. Our CCPA Policy outlines how we gather, use, share, and protect personally identifiable information that can be used to contact or identify you ("Data") and how it relates to the CCPA. When your personal Data is used to apply for credit, complete a transaction, verify your credit card, place an order, open an account, arrange for a delivery, or return a purchase, it is implied that you consent to our collection of personal Data and use of it for that specific reason. We do not sell your Data under any circumstance. For more information about your rights under the CCPA and how we use your data, please visit bigcreeklumber.com/ccpa/



PERSONAL GUARANTEE

For value received and in order to induce Big Creek Lumber Company, a California corporation and its affiliates, subsidiaries, successors, and assigns (collectively "BCL") to extend credit to APPLICANT, the undersigned (hereinafter, "Guarantor") unconditionally, absolutely and irrevocably guarantees and promises to pay to BCL any and all indebtedness and perform all obligations owed by APPLICANT to BCL now existing or arising in the future. Guarantor waives all notices and demands of any kind and hereby agrees to any arrangements or agreements between BCL and APPLICANT, including without limitation, to a change in the amount of credit extended to APPLICANT, terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by the APPLICANT, and Guarantor agrees the same shall in no way reduce, impair, discharge or release Guarantor's obligations.

Guarantor agrees that BCL may enforce this Guaranty against Guarantor and pursue payment from Guarantor, without having to first seek payment from, sue, or exhaust its remedies, against APPLICANT or any other guarantor. The incorporation, merger, sale, or reorganization of APPLICANT or BCL shall not terminate or affect Guarantor's obligations which will continue as to credit extended to or by such other entity.

This Guaranty is continuing and absolute and shall continue in force until thirty (30) days after written notice of termination is received and receipt is acknowledged in writing by an officer of BCL, except that such termination shall not affect the liability of Guarantor with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, or fees, costs, or expenses, including reasonable attorney fees, incurred with respect to, such obligations on or after such date.

Guarantor warrants and represents that the information provided is true, complete and correct and Guarantor understands that BCL is relying upon the information provided by Guarantor to determine whether to extend credit to APPLICANT and in what amount. Guarantor authorizes BCL to obtain and evaluate Guarantor's credit and financial information at any time and from any source, including Guarantor's non-business consumer credit report to further evaluate the creditworthiness of the undersigned as Guarantor in connection with the extension of business credit as contemplated in this Agreement. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of the undersigned; each and every provision of this Guaranty shall be binding on each and every one of the undersigned; they shall be jointly and severally liable hereunder; and BCL shall have the right to join one or all of them in any proceeding or to proceed against them in any order. BCL may release, substitute, or add any guarantor without affecting any Guarantor's liability hereunder.

GUARANTOR SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SOCIAL SECURITY #: _____ DRIVER'S LICENSE #: _____

GUARANTOR SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SOCIAL SECURITY #: _____ DRIVER'S LICENSE #: _____