



# APPLICATION FOR CREDIT and AGREEMENT TO CREDIT TERMS

Applicant \_\_\_\_\_ Trade Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_ E-Mail \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Salesman \_\_\_\_\_

Are Purchase Orders Required? YES  NO

Authorized Buyers \_\_\_\_\_

Authorized Buyers \_\_\_\_\_

Notwithstanding this document, if any signed invoice(s) is/are not disputed after 10 days, the signer of the invoice(s) will be considered an additional authorized buyer.

## IF APPLICANT IS OTHER THAN AN INDIVIDUAL

Is your firm a:  Corporation  Limited Partnership  General Partnership  LLC  Property Management

If a corporation, in which state \_\_\_\_\_ Tax I.D. # \_\_\_\_\_ Resale # \_\_\_\_\_

Number of years in business under present ownership? \_\_\_\_\_ Type of Business \_\_\_\_\_

Names, home addresses and home phone numbers of Owners / Officers / General Partners:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Has the applicant, or any of its principals, if applicant is not an individual, filed any form of bankruptcy in the last seven years? \_\_\_\_\_

Trade References:

1) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

2) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

3) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

Bank References:

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Account Name \_\_\_\_\_ Phone \_\_\_\_\_

Account # \_\_\_\_\_ Account # \_\_\_\_\_

## GENERAL TERMS

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 that no credit shall be extended to APPLICANT unless and until a written confirmation letter signed by an authorized representative of BCL is delivered by BCL to APPLICANT, which shall be deemed to be a part of this agreement. The effective date of this agreement shall be the date of its acceptance and signing by an authorized representative of BCL. This agreement shall continue in effect until rescinded in writing by a party hereto on thirty days notice, or immediately by default.

Notwithstanding anything in the Application, or the confirmation of terms delivered by BCL, BCL may modify or terminate its provision of credit to APPLICANT at any time in its sole discretion.

Acceptance by BCL of any purchase order or other form of an offer to purchase is expressly conditioned upon the terms and conditions contained herein and the confirmation letter delivered by BCL. Any additional or different terms and conditions set forth in APPLICANT's purchase order or similar communication are objected to and are not accepted by BCL unless expressly stated to be accepted in writing signed by an officer of BCL.

APPLICANT agrees to pay for all wholesale purchases no later than the tenth day following delivery, a 1% discount may be taken for prompt payment. APPLICANT agrees to pay for all retail purchases no later than the tenth day of the first month following delivery, a 1% discount may be taken for prompt payment. APPLICANT agrees to pay for all sawdust account purchases no later than the tenth day following delivery, no discount is allowed on such accounts. All past due accounts will be assessed a finance charge of 1.5% per month of any balance outstanding more than 30 days, compounded monthly. The minimum charge is \$1.00. If APPLICANT's check is returned by APPLICANT's bank unpaid for any reason, APPLICANT agrees to pay a service charge of \$25.00. APPLICANT agrees to notify BCL of any error in billing immediately, earned discounts not taken by APPLICANT within sixty days are waived.

Purchases and/or deliveries are herewith authorized to be made without signatures. APPLICANT authorizes BCL to make deliveries to locations designated by APPLICANT whether or not any representative of APPLICANT is present at the time of delivery. Delivery dates are not guaranteed unless expressly stated to be guaranteed in writing, signed by an officer of BCL. 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.

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 or installation of purchases and deliveries by APPLICANT and/or APPLICANT's agents, subcontractors, sub-subcontractors, employees or servants, and (ii) the negligence or willful misconduct of such parties.

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. All orders shall be subject to delays or failure in delivery caused by acts of God, war, demands or requests of governmental authority, national defense, civil commotion, strikes, lockouts, labor trouble, weather, fire, flood, accident, failure in production or production equipment, inability to secure merchandise, inability to obtain fuel, power, or raw materials, delays caused by manufacture shortage, inability to supply for any reason, or other causes beyond the reasonable control of the BCL, for which BCL shall not be responsible.

BCL WARRANTS, EXCEPT AS OTHERWISE SET FORTH HEREIN, THAT THE PRODUCTS SOLD BY IT CONFORM TO THE DESCRIPTIONS ON THE RESPECTIVE BCL INVOICES OR OTHER DOCUMENTS THEREFORE AND ARE FREE FROM DEFECTS CAUSED BY BCL OR BCL'S HANDLING OF PRE-MANUFACTURED PRODUCTS AT THE TIME OF SHIPMENT. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. BCL'S SOLE LIABILITY AND OBLIGATION UNDER THE TERMS OF THIS WARRANTY OR OTHERWISE SHALL BE, AT BCL'S OPTION, TO REPLACE OR REPAIR ANY DEFECTIVE PRODUCTS OR TO REFUND THE PURCHASE PRICE OF SUCH DEFECTIVE PRODUCTS. THERE SHALL BE NO RECOVERY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFIT, DELAYS, LABOR OR HANDLING CHARGES OR ANY OTHER CHARGES OR BACK CHARGES CHARGED TO OR INCURRED BY APPLICANT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND/OR BCL'S SALES DOCUMENTS.

Lumber is produced and billed at historic nominal sizes. Due to minor variations in the manufacturing process the material shipped may vary slightly from the nominal size described. Nominal sizes shall conform to generally accepted dimensions and other customary practices in the lumber industry.

Prior authorization must be obtained from BCL prior to any products being returned by APPLICANT. APPLICANT agrees, at BCL's option, to pay a 15% restocking fee on all returned merchandise. Special orders may not be canceled. Special order merchandise is not subject to return unless agreed to in writing by BCL prior to return. The cost of return transportation shall be paid by APPLICANT.

APPLICANT agrees that any and all printed terms and/or conditions stated on BCL'S invoice(s) are incorporated into and made a part of this agreement.

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, if required, to execute a joint check agreement with any owner or general contractor as to any project to which BCL is providing building materials.

APPLICANT understands and agrees that BCL is extending credit in reliance on the information provided by APPLICANT on its credit application. APPLICANT agrees to provide written notice to BCL of any change in APPLICANT's ownership or form of organization, for example, from a partnership or sole proprietor to corporation, and any changes in the information provided in the credit application. 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.

In any action for the collection of payment for goods furnished under this Agreement, the prevailing party shall be entitled to receive from the other parties hereto named in such action reasonable attorneys' fees and costs actually incurred. Attorneys' fees shall not be regulated by any court schedule but shall be based on actual fees charged.

This agreement is binding on the executors, administrators, heirs, personal representatives, successors, donees and assigns of all parties hereto. This document contains all the provisions of the agreement of the parties hereto relating to the provision of credit to APPLICANT by BCL, and no promise, agreement or representation not contained herein shall be binding on any party.

Neither the acceptance of any partial or delinquent payment by BCL nor BCL's failure to exercise any rights or remedies on default or APPLICANT shall be a waiver of the default, a modification of this agreement or of APPLICANT's obligations under this agreement, or a waiver of any subsequent default.

This agreement shall be construed and enforced pursuant to the laws of the State of California. Venue for all actions at law arising under this agreement shall be in the courts of Santa Cruz or San Luis Obispo County or Merced County, State of California unless otherwise required by law.

Applicant 1 (Signature) \_\_\_\_\_

Applicant 2 (Signature) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Applicant 1 (Printed Name) \_\_\_\_\_

Applicant 2 (Printed Name) \_\_\_\_\_

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

California Driver's License Number \_\_\_\_\_

California Driver's License Number \_\_\_\_\_

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### PERSONAL GUARANTEE

The signatures below constitute a continuing personal guarantee and the individual(s) signing below (individually and collectively ("Guarantor") shall be responsible for all charges made by APPLICANT and any other person or business which purchases materials on APPLICANT'S account. APPLICANT and each of them including any and all guarantors, agree that they are jointly and severally liable for any default hereunder, and that BCL does not waive any rights hereunder against any applicants in enforcing any provisions of this agreement against any other applicants.

BCL may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against APPLICANT or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives (a) notice of acceptance of this Guaranty or any other notice (including notices of adverse change in the financial status of APPLICANT or any other facts that increase the risk to Guarantor), (b) demand of payment, performance, presentation and/or protest of any kind, (c) all right to assert or plead any statute of limitations as to or relating to this Guaranty and the provision of credit to APPLICANT, (d) any right to require BCL to proceed against APPLICANT or any other guarantor or any other person or entity liable to BCL, (e) any right to require BCL to proceed under any other remedy BCL may have before proceeding against Guarantor, and (f) and any and all surety or other defenses in the nature thereof. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of sections 2809, 2810, 2819, 2845, 2849, and 2850 of the California Civil Code or any similar or analogous statutes of California (or any other jurisdiction) now or hereafter existing.

To the extent this Guaranty is, or is deemed to be, a continuing guarantee for the purposes of section 2814 of the California Civil Code or otherwise, Guarantor expressly waives the benefit of the provisions of section 2815 of the California Civil Code, and waives any right to revoke this Guaranty. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of section 2819 of the California Civil Code or any similar or analogous statutes of California (or any other jurisdiction) now or hereafter existing.

In the event of any litigation between Guarantor and BCL with respect to the subject matter hereof, the unsuccessful party to such litigation agrees to pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' and expert witness' fees and expenses.

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 1 (Signature) \_\_\_\_\_

Guarantor 2 (Signature) \_\_\_\_\_

Guarantor 1 (Printed Name) \_\_\_\_\_

Guarantor 2 (Printed Name) \_\_\_\_\_