

Withers Lumber Co.
Since 1928

**COURTESY ACCOUNT
 APPLICATION**

Credit Dept.

503-981-4726 phone
 503-981-3964 fax

Woodburn

503-981-0195

Brooks

503-393-3993

Silverton

503-873-5116

Bid \$ _____ SO # _____

Type of account: Business _____

Individual _____ Contractor _____

Credit Limit Requested \$ _____

Job Site Address: _____

Owners Name: _____

FOR OFFICE USE ONLY

Acct# _____

Cr. Limit\$ _____

Opened _____

Letter _____

BUSINESS

INDIVIDUAL

Billing Address _____ City _____ State _____ Zip _____

Residence Address _____ City _____ State _____ Zip _____

Home Phone _____ Business Phone _____ Fax# _____ Mobile Phone _____

If Construction/Builder: Builders Board # _____ State _____

Employer or if self employed _____ Occupation/Type of Work _____ How long _____

Employer's Mailing Address (street, city, state) _____ Phone# _____

Spouse's Name _____ Employer/Occupation _____ How long _____

Mailing Address (street, city, state) _____ Phone# _____

Type of Ownership: _____ Individual _____ Partnership _____ Corporation _____ LLC

Names of Partners/Officers and Title: 1. _____ 2. _____

Type of Business: _____ How long _____

FINANCIAL REFERENCES – (Credit Unions, Mortgage Co.'s, Banks, **Lenders/Investors for this project**, etc.) – Please complete all information

Name of Bank/Lending Co. _____ Address/Branch/Phone# _____ Type of Account _____ Account # _____

1. _____

2. _____

CREDIT REFERENCES (lumber suppliers, concrete suppliers, door & window suppliers, rental, heating, excavators, sand & gravel, electrical, plumbing, contractors worked for, etc.)

Name _____ Address _____ City/State/Zip _____ Phone #/Fax # _____

1. _____

2. _____

3. _____

4. _____

Have you ever declared bankruptcy? _____ If so, When? _____ Approximate Monthly Income \$ _____

LEASE/RENT:

Landlord's Name: _____

Address: _____

Account# _____

Property Rented: _____
Address _____

Monthly payments \$ _____ How long? _____

MORTGAGE:

Lender's Name _____

Address: _____

Account# _____

Property of Mortgage: _____
Address _____

Monthly payments \$ _____ How long? _____

PURCHASER'S AGREEMENT

In consideration of the extension of credit, I agree to pay all charges to this account after this date by the 10th of the month following the date on the statement, unless special arrangements are made, as stated below. All payments received after 10th of the month will be considered late. All unpaid balances as of the 25th of each month will be assessed a service charge of 1.95% per month (23.4% annual percentage rate) on my full account balance which was not paid on the date due. I agree to pay a minimum service charge of \$1.00 on all late balances.

All materials sold by Withers Lumber Company are to be considered subject to Manufacturers' warranties and do not go beyond those stated by the manufacturer. Withers Lumber Co is not responsible for any damage occurring to any premises at time of delivery of materials or equipment. Withers Lumber Co extends no warranties of any kind as to the goods which are sold by it. Goods are sold as is, with all faults. At the option of Withers Lumber Company, it is agreed that a restocking fee of 15% will be assessed for all materials and lumber returned or repossessed.

Withers Lumber Co extends credit accounts as a courtesy and reserves the right to refuse to extend credit. At any time, Withers Lumber Co has the right to close a courtesy account and payment will be due and payable immediately. Credit Hold: Accounts with any unpaid balance upon 60 days after the date of invoice may be placed on 'Credit Hold'. Subsequent purchases will be denied or placed on COD terms at the discretion of the company until all balances are current.

In the event a dispute arises between the parties, it is hereby agreed that the dispute shall be referred to an arbitrator from the county wherein the materials supplier is located for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. It is agreed that a facsimile (Faxed) copy of this agreement and the signature shall be considered equivalent to the original.

I swear (or affirm) that the within statement is true to the best of my knowledge.

The undersigned authorizes Withers Lumber Co to inquire as to credit and banking information for purposes of opening a courtesy account as well as anytime during the credit relationship to confirm that applicant's credit is in good standing. The person signing this application has the authority to enter into this agreement. This agreement supercedes all other previous agreements.

_____	_____	_____
Authorized Signer	Title	Date
/		
_____	_____	_____
Credit Manager (Approved) Store Manager	Not Approved	Date

PERSONAL GUARANTEE

In consideration of credit granted by Withers Lumber Company, the undersigned personally guarantees any and all charges now and hereafter and/or money due of Withers Lumber Company. The guarantee includes in addition to outstanding principal and balance, interest and late charges, any and all attorney fees and collection costs. Each guarantor waives all presentments, demands for performance, protests, notices of dishonor, notices of default, notices of acceptance of this existence, creation or incurring of new or additional indebtedness, and all other notice or formalities which guarantors may be entitled.

Personal guarantor: _____
(Individual signature - no title)

(Print)

Personal guarantor: _____
(Individual signature - no title)

(Print)