

# WILLIAMS

Lumber & Home Centers

6760 Rte. 9, P.O. Box 31  
Rhinebeck, NY 12572  
845-876-7011 FAX 845-876-4333

## Commercial Credit Application

FOR OFFICE USE ONLY	DATE	ACCOUNT #	SALESMAN NUMBER	PRICE LEVEL	CREDIT LINE	APPROVER
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**APPLICANT:** Please read the following before completing this form. Applicant represents that the information given in this application is complete and accurate and authorizes WILLIAMS LUMBER to check with credit reporting agencies, credit references and other sources disclosed herein in investing the information given.

Business Name:	Tax ID #	SOC. SEC. #
Mailing Address:	Permanent Address:	
	Years There:	Phone:
City, State, Zip:	Cell Phone:	Fax Phone:
Email Address:		
Purpose of Credit Line:	Type of Business:	

<b>LEGAL CLASS OF BUSINESS (CIRCLE ONE)</b>	Years in Business
Sole Proprietor      DBA      Partnership      Corporation	

**THE FOLLOWING DOCUMENTATION MUST BE PRESENTED WITH THIS APPLICATION**

DBA : Copy of DBA Certificate  
Partnership : Copy of Partnership Certificate/Agreement  
Corporation : Copy of Certificate Issued by Dept. of State  
Tax Exempt : Copy of Exempt Organization Certificate

<b>PARTNERS OR CORPORATE OFFICERS</b>		
Name	Title	Social Security #
1.		
2.		
3.		
4.		

<b>- PROJECTS -</b>			
Customer	Street	Town Zip	Type (Renovation, New Const., Etc.)
1.			
2.			
3.			
4.			
5.			

Please note that your application will not be processed unless all blank spaces are filled in completely.

# CREDIT AGREEMENT

**DEFINITIONS:** Williams Lumber Inc. and WLN Home Centers Inc. will be hereinafter referred to as "Williams Lumber". An INVOICE is an itemized memorandum of a purchase or purchases of materials and/or services. A STATEMENT is a monthly compilation of your account's activity.

**ACCOUNT:** In consideration of the granting of credit on this account by Williams Lumber, you (meaning each person, partnership or corporation signing this account as buyer), promise to pay Williams Lumber the price for purchase(s) made on this account from time to time and any finance charge due under the terms of this agreement.

**AMENDMENTS:** You agree that Williams Lumber may change the rates, charges and other terms of this agreement provided you are given proper written notice, and that, to the extent permitted by law, any new terms will apply to the entire balance of your account.

**CREDIT TERMS:** You are given a "grace period" of 30 days ("net 30 days") from the statement date in which to pay your account in full, otherwise you will be "overdue". You agree that the invoice provided at the time of purchase/delivery represents the billing document. It is your responsibility to mail or deliver payment for invoices so that payment is received by Williams Lumber within 30 days of your statement date. If you are overdue on your account, the entire invoice balance, including new purchases made since your last statement, will be subject to a 2% per month (24% A.P.R.) finance charge (\$3.00 minimum).

The FINANCE CHARGE is computed using the AVERAGE DAILY BALANCE (ADB) method. The AVERAGE DAILY BALANCE (ADB) is determined by totaling the balance outstanding for each day throughout the billing cycle and divided the sum thereof by the number of days in the billing cycle. The balance outstanding and all current purchases for any given day are determined by subtracting payments and credits as they occur during the billing cycle from the previous balance (last month's ending balance) excluding any unpaid finance charge added during the billing cycle.

No FINANCE CHARGE will be assessed:

- (A) For a billing cycle in which there is no previous balance
  - (B) For a billing cycle during which payments and/or credits equal or exceed the previous balance
- (On unpaid FINANCE CHARGE)

The AVERAGE DAILY BALANCE method still gives you the option of having the privilege of a charge account, in which case you will avoid any

FINANCE CHARGE by paying the new balance shown on each billing statement before the next statement date.

**STATEMENT DATE:** If your Williams Lumber account ends in an odd number, your statement for the current billing cycle will be generated after the close of business on the fifteenth of each month and mailed the following day. If your Williams Lumber account number ends with an even number, your statement for the current billing cycle will be generated after the close of business on the last day of each month and mailed the following day.

**SUSPENSION:** Williams Lumber reserves the right to SUSPEND CHARGING PRIVILEGES WITHOUT NOTICE if your balance becomes "overdue" or your account exceeds its assigned credit limit.

**PAYMENTS:** Payments received on your account will first be applied to any "finance charges".

**COLLECTIONS:** In the event that your account is sent to a collection agency or attorney, you agree to pay, in addition all collection costs, including but not limited to, court fees, sheriff's fees, reasonable collection agency charges and reasonable attorney's fees.

**DROP DELIVERIES:** You hereby permit and authorize Williams Lumber (its agents or employees) to make drop deliveries at the delivery site designated in your order without first obtaining the signature of an authorized person. The occasion may arise that you are not on site to sign for said delivery, in such case you waive any defense that you may have in respect to loss or theft of delivered items, unless you can affirmatively prove that the non-delivery of the merchandise was solely due to error, negligence, or theft on the part of Williams Lumber agents or employees.

**CANCELLATION:** Williams Lumber and you have the right to cancel this agreement, but you agree to pay Williams Lumber in full for all prior charges, finance charges and any other outstanding fees owed.

**CREDIT INVESTIGATION:** Williams Lumber has the right to investigate your credit and income records, and the right to verify your credit references now and/or at a future date. Williams Lumber also has the right to report the way you pay this account to credit bureaus and other parties who may lawfully receive such information.

**CREDIT APPROVAL:** This account and all purchases made on it are not binding on Williams Lumber until your credit is approved. This agreement will be considered approved when Williams Lumber gives written notice of approval to you.

\*\*\*Notice to buyer: (A) Do not sign this credit agreement before you read it or if any spaces intended for agreed terms are left blank. (B) You are entitled to a copy of this credit agreement upon approval. (C) You may at any time pay off the full unpaid balance under this credit agreement.

### Bank References

1. Bank Name & Address:

Contact Name:

Account Type & Number:

Contact Phone:

2. Bank Name & Address:

Contact Name:

Account Type & Number:

Contact Phone:

### Trade References

NAME

ADDRESS

PHONE

1.

2.

3.

4.

### Asset Information

Land Owned:

Buildings Owned:

Other Assets Owned:

Equipment Owned:

### General Information

Type of Work Performed:

Net Taxable Income:

Number of Employees

(A Copy of Your Most Recent Federal Tax Return May be Required)

Bookkeeper's Name:

Phone Number

**AUTHORIZED USERS (READ CAREFULLY):** By signing this document, you authorize and guaranty use of this credit account by the following person(s). If no one is designated below, your signature is authorizing and guarantying the use of your account by anyone. It is your responsibility to notify us of changes in your authorized buyers.

NAME
NAME
NAME

NAME
NAME
NAME

**OWNER'S, PARTNER'S OR CORPORATE OFFICER'S ACKNOWLEDGEMENTS:**

\*\*\* I HAVE READ THIS AGREEMENT, AGREE TO ITS TERMS AND CERTIFY THAT THE ABOVE INFORMATION IS TRUE.\*\*\*

Owner, Partner or Corporate Officer	Date	Owner, Partner or Corporate Officer	Date
Owner, Partner or Corporate Officer	Date	Owner, Partner or Corporate Officer	Date

I/We understand that a CREDIT REPORT will be obtained from a CREDIT BUREAU and that my credit references may be contacted by WILLIAMS LUMBER. I hereby consent to the foregoing action.

CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_

NOTE: Additional financial documentation may be required

**PERSONAL GUARANTY**

I, \_\_\_\_\_ hereby personally and unconditionally guarantee payment of all bills for materials purchased by \_\_\_\_\_ and supplied by WILLIAMS LUMBER INC., or \_\_\_\_\_ (name of business) WLN HOME CENTERS INC., without first requiring WILLIAMS LUMBER INC., or WLN HOME CENTERS INC., to seek payments from \_\_\_\_\_ (name of business).

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED BY \_\_\_\_\_

DATE: \_\_\_\_\_