

JAY-K

Application for Credit

P.O. Box 378 • 8448 Seneca Turnpike • New Hartford, NY 13413-0378
Utica (315) 735-4475 • Accounting (315) 735-4441 • Other (800) USA WOOD
Accounting Fax (315) 735-0425 • Sales Fax (315) 735-0049

Please Print

Name: _____ (*) Fed. Tax ID #: _____
(*) If Business-Full Legal Name Soc. Sec. #: _____ Date of Birth: _____

Address: _____
street city state zip

Phone #: _____ Cell Ph #: _____ Fax #: _____ E-Mail: _____

Place of Employment: _____ Address: _____ Work Ph. #: _____

Spouse: _____ Soc. Sec. #: _____ Date of Birth: _____

Place of Employment: _____ Address: _____ Work Ph. #: _____

If Business

(*) Owners/Principals

Name: _____ Address: _____ Title: _____ Soc. Sec. #: _____

Name: _____ Address: _____ Title: _____ Soc. Sec. #: _____

(*) Business Structure: Proprietorship: _____ Corporation: _____ Partnership: _____ Non-Profit: _____ Religious Organization: _____

Billing Contact: _____

Tax Exempt: Yes _____ No _____ (If exempt, must include certificate(s))

Own: _____ Rent: _____ Mortgage/Landlord with: _____ Address: _____

Bank Name: _____ Address: _____ Checking Acct. #: _____

What is the monthly line of credit you are requesting \$ _____

Credit References:

1. Company: _____ Address: _____ Phone #: _____

2. Company: _____ Address: _____ Phone #: _____

TERMS: PAYMENT IN FULL 10TH OF THE MONTH AFTER RECEIPT OF MERCHANDISE. PAST DUE ACCOUNTS ARE SUBJECT, UP TO A 2% LATE CHARGE PER MONTH, (AN ANNUAL PERCENTAGE OF 24%) MINIMUM LATE CHARGE IS \$5.00. Accounts not paid according to the terms may be placed on credit hold, no charges allowed. Any charges to the account constitute a grant to seller of a security interest in the purchased items until full payment is received. JAY-K reserves the right to revoke credit at any time. TERMS must be adhered to regardless of your payment status with your customer. The undersigned agrees to make payment for all invoices whether said invoices are signed or unsigned. In the event this account is placed in the hands of a collection agency or attorney, or proceedings are instituted to collect a debt for the materials and/or supplies provide the purchaser, the applicant shall pay an amount equal to twenty five (25) percent of the unpaid balance as a collection fee, which amount applicant agrees is reasonable. Applicant also agrees to pay all costs and attorney's fees for liens filed by JAY-K lumber when any portion of applicant's account becomes past due.

The Solution Center Since 1937

(*) Business Accounts

Read and Sign the Back

The Debtor herein, in consideration of the mutual promises and delivery of credit hereby consents to jurisdiction and venue in the County of Oneida, City of Utica City Court and waives any objection to jurisdiction in said courts, together with waiver to right to trial by jury. The applicant certifies that he or she has authority to sign and that all of the information contained herein is true and correct in all respects and that your Account will be used only for the personal, family or household purposes. This application will be JAY-K property whether or not credit is granted. The undersigned authorizes any credit investigation needed for action on this credit application and hereby indemnify the above Company and Trade Credit Corporation, from any liability resulting from their credit survey. It is also acknowledged and agreed that accounts receivable information may be reported by the company to various consumer and commercial credit agencies. The applicant AGREES TO PAY THE AMOUNT DUE, ACCORDING TO THE TERMS.

Signed X: _____ Signed X: _____ Date: _____

If Business: (Signed Guarantee required)

Any person signing this application on behalf of a Business represents (1) that the buyer is a valid Business entity, (2) that purchases made hereunder will be for other than personal, family, household or agricultural use and, (3) that the signer, both individually and/or as a corporate officer had been authorized to execute and sign this application and agreement on its behalf, and statements contained herein are true. The applicant agrees that JAY-K Independent Lumber Corp. may get credit information regarding the business, its owners, principals or guarantors, in considering this request or in extending credit because of the request. The applicant will notify JAY-K Independent Lumber Corp. of any material adverse changes in his/her financial circumstances. The applicant understands that any credit extended to applicant is strictly commercial and does not arise out of a consumer credit transaction and therefore is not governed by applicable federal or state consumer credit regulations. The applicant AGREES TO PAY THE AMOUNT DUE, ACCORDING TO THE TERMS.

Business Name: _____ Date: _____

By: _____ Title: _____ By: _____ Title: _____

SIGNATURE MUST BE THAT OF A PRINCIPAL

GUARANTEE

In consideration of any extension of credit whether heretofore or hereafter made by JAY-K Independent Lumber Corp., 8448 Seneca Turnpike, New Hartford, New York, hereinafter referred to as JAY-K, (Business Name) _____ hereafter referred to as Customer, and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and hereafter to become due from the Customer, including without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on Customer's account. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer, as well as rights of set-off, redemption and counterclaim which may be alleged to exist in favor of Customer.

This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect until 14 days after withdrawal by writing sent by registered mail, return receipt requested and received at the above address and effect with respect to all sums of money that are due and that become due from Customer as a result of transactions through and including the date 14 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees of enforcing this agreement contained herein both against the Customer and the undersigned. This agreement and contract shall be interpreted under the Laws of the State of New York.

Witness my/our hand(s) this _____ day of _____ 20_____.

PLEASE NO TITLES WHEN SIGNING

(individually)

(individually)

SIGNED IN THE PRESENCE OF: _____ NOTARY PUBLIC Rev. 9/3/04

