

**BAYOU CITY LUMBER CO INC**

**\*\*\*REMIT TO ADDRESS: P O BOX 670524 DALLAS, TX 75267-0524\*\*\***

**PHYSICAL ADDRESS: 11106 TELEPHONE RD HOUSTON, TX 77075**

**CREDIT APPLICATION & AGREEMENT**

The following information is submitted in confidence and as a basis for the extension of credit by BAYOU CITY LUMBER CO INC to:

NAME OF COMPANY: \_\_\_\_\_ PHONE # ( ) \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ FAX# ( ) \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EIN NUMBER: \_\_\_\_\_

TAXABLE? \_\_\_\_\_ LIMITED SALES TAX PERMIT #: \_\_\_\_\_

INDIVIDUALLY OWNED \_\_\_\_ PARTNERSHIP \_\_\_\_ CORPORATION \_\_\_\_ LLC \_\_\_\_ **IF NOT PLEASE ATTACH TAX EXEMPT FORM**

TYPE OF BUSINESS: \_\_\_\_\_

NAMES & ADDRESSES OF OFFICERS & OWNERS:

	Title	Name	Home Address	Phone #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

YEARS ESTABLISHED: \_\_\_\_\_ ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

**\*\*WE ELECT TO "GO GREEN" BY RECEIVING INVOICES AND STATEMENTS VIA EMAIL\*\***

EMAIL ADDRESS: \_\_\_\_\_

WOULD YOUR COMPANY LIKE A MONTHLY STATEMENT? \_\_\_\_\_

CREDIT REFERENCES:

	Name	Fax # (VERY IMPORTANT)	Email Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

NAMES OF AUTHORIZED BUYERS ON THIS ACCOUNT: \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED TO CHARGE TO YOUR ACCOUNT? \_\_\_\_\_ Salesman: web

**CREDIT ACCOUNTS MAY TAKE UP TO 5 BUSINESS DAYS TO OPEN ~  
DEPENDING ON THE RESPONSE FROM YOUR CREDIT REFERENCES.**

TERMS FOR EXTENSION OF CREDIT

The Applicant for credit, by execution of this Application, does hereby expressly agree that all purchases made from Bayou City Lumber Company, Inc, shall be under the following terms and conditions.

1. All invoices are due in accordance with the terms indicated on the invoice or thirty (30) days from the date of the purchase.
2. The undersigned purchaser hereby agrees and promises to pay the total amount of such account, together with any amounts charged thereon, as the same becomes due at the office of Bayou City Lumber, P O BOX 670524 Dallas, Texas 75267-0524. All goods are sold by Bayou City Lumber, as seller, shall have security interest in the same until the entire purchase price thereof is paid together with any interest or late charges accrued. No transfer, renewal, extension, or assignment of purchaser's account and contract, or any interest thereunder, and no loss, damage, or destruction of purchased items shall release Purchaser from his obligation to pay. If partial payment is received, payment shall be applied to any accrued interest and then to the oldest balances or invoices.
3. In the event Purchaser fails to comply with any of the terms and conditions hereof, a proceeding, receivership, or other insolvency proceeding be instituted by or against Purchaser or his property, Seller shall have the rights, at its option to take possession of said materials and all other rights set out in the Texas Business & Commerce Code.
4. Purchaser agrees to pay all costs, charges, and expenses, including expenses incurred in locating said property, premiums for judicial bonds, repairs, storage, liens, expense of resale and reasonable attorney's fees of not less than 15% of the amount due and unpaid. In the event, Seller repossesses property, Seller may sell at public or private sale in such a manner and upon such terms as Seller deems reasonable. From the proceeds of any such sale, Seller shall deduct all expenses of locating, retaking, storing, repairing, selling, or foreclosing, Seller's interest in said property, including a reasonable attorney's fee. The balance thereof shall be applied to the amounts due to Purchaser's account and, in the case of deficiency, the Purchaser shall promptly pay said balance without delay.
5. The undersigned Purchaser, who is hereby applying for credit by execution of this Application represents that he or she has read, understands, and agrees to the terms set forth above, and hereby warrants and represents that the statements made in the Application of page 1 and 2, and the financial statement attached, are true and correct.
6. If account is authorized to purchase on open account, be it understood that all purchases will be due and payable by the 30<sup>th</sup> day following the date of purchase (thirty days from date of purchase), AND ALL PAST DUE BALANCES WILL BE SUBJECT TO INTEREST PER MONTH.

Dated: \_\_\_\_\_ Signed by : \_\_\_\_\_  
(Individually and as an officer of the named firm)

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

GUARANTEE AGREEMENT

In consideration of the extension of credit to the above named firm by Bayou City Lumber Company, Inc., I agree to personally guarantee all indebtedness incurred by the Applicant, including any interest assessed on past due balances as set out above and agreed to by Applicant. I further agree that this Guaranty is an absolute, complete and continuing one and that no notice of the indebtedness or any extension of credit already or hereafter contracted for or extended need be given. The terms may be rearranged, extended or renewed without notice to me. I agree that within five days from the date of notice that the account is past due, I will pay the total amount due including any interest charges.

-----  
Individual

-----  
Individual