

Application for Business Credit
BIG B LUMBER
6600 Brentwood Blvd.
Brentwood, California 94513
(925)634-2442
FAX (925) 634-9839
Send to: Credit@BigBLumber.com



NOTE TO APPLICANT:

This Application is subject to approval by our Credit Department.

DATE: _____ NAME: _____

SOCIAL SECURITY #: _____ DL #: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: () _____

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: () _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: () _____

PRESIDENT: _____ TREASURER/CFO: _____

CONTRACTOR'S LIC #: _____ TYPE: _____ EXP. DATE: _____

FAX: _____ CELL PHONE: _____ E-MAIL: _____

PARTNERSHIP SOLE PROPRIETORSHIP CORPORATION LLC OTHER:

CREDIT LINE REQUIRED:

PRINCIPALS/OWNERS/SPOUSE, IF NOT INDIVIDUAL: _____

ACCOUNTS PAYABLE CONTACT: _____ PHONE: () _____

ACCOUNTS PAYABLE EMAIL: _____

GUARANTEE COMPANY: _____ PHONE: () _____

LIST THREE BUSINESS REFERENCES, PREFERABLY IN THE BUILDING INDUSTRY, WITH WHOM YOU HAVE HAD CREDIT ACCOUNTS DURING THE PAST EIGHTEEN (18) MONTHS. (DO NOT LIST CREDIT CARD ACCOUNTS.)

NAME _____ ADDRESS: _____

PHONE: () _____

NAME _____ ADDRESS: _____

PHONE: () _____

NAME _____ ADDRESS: _____

PHONE: () _____

BUSINESS BANKING REFERENCE

BANK: _____ BRANCH ADDRESS: _____

TYPE OF ACCOUNT: _____ ACCOUNT NO.: _____

PERSONAL BANKING REFERENCE

BANK: _____ BRANCH ADDRESS: _____

TYPE OF ACCOUNT: _____ ACCOUNT NO.: _____

TERMS AND CONDITIONS OF ALL CREDIT SALES:

I (as used herein "I" shall mean the Company identified above, and myself) understand all accounts are due and payable on the last business day of the month following the date of purchase, and if I pay the full balance on or before the 10th of the month following the date of purchase using cash, check, or money order, I will be entitled to deduct a discount of one percent (1%) of the total purchase price from the invoiced amount. **Credit card payments are not entitled to this discount. Components, Millwork and hardware items are not subject to cash discount.** The total outstanding balance is due on or before the last day of the month following the month the purchase is made. Accounts left unpaid for sixty (60) days shall automatically be considered delinquent, authorizing Big B Lumber, Inc. ("Big B"), to block any additional purchases using the account, and to undertake whatever lawful steps Big B deems necessary to effect collection of the overdue account.

I promise to satisfy the account in full according to these terms. If, however, this account is not paid as agreed, **I AGREE TO PAY A FINANCE CHARGE WHICH SHALL ACCRUE DAILY AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (AN 18% ANNUAL PERCENTAGE RATE)** until any remaining balances are paid. I realize any such non-payment will result in the account falling into default, thereby authorizing Big B to require payment of any past due account immediately and in full, or to seek repossession of any article of merchandise in which Big B retains a security interest as a consequence of non-payment. Any and all payments received by Big B shall be applied in the following order: (i) reduction of outstanding finance charges, (ii) oldest unpaid invoices on any unliened projects on the account, and (iii) oldest unpaid invoices.

If Big B incurs expense obtaining satisfaction of the account and curing such a default – due to the commencement of legal proceedings, repossession actions, the enforcement of mechanics' lien rights and/or stop notice rights, or pursuing any other avenues legal and proper under California law for the

purpose of collecting a liquidated debt – **I AGREE TO REIMBURSE BIG B, OR THEIR PROPER ASSIGNEE, FOR THE ENTIRE AMOUNT OF THAT EXPENSE, INCLUDING SPECIFICALLY ANY AND ALL APPLICABLE LEGAL COSTS AND ATTORNEYS’ FEES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** In the event legal proceedings are commenced, I agree the venue of said proceedings shall be laid within the county where the materials were sold or used, whether partially or fully.

I hereby authorize representatives of Big B to contact any or all of the references listed on the first page of this Credit Application/Agreement (“Agreement”) as they deem appropriate for assessing my creditworthiness. I also specifically authorize representatives of Big B to investigate and research my credit and/or criminal history by availing themselves of reports generated and maintained by any credit and/or criminal reporting agencies (e.g., Experian). By so authorizing, I also understand and agree Big B may report my performance under the terms of this Agreement to credit bureaus and other agencies or entities authorized by law to receive such information. I also understand Big B may report my performance under the terms of this Agreement to the owner or reputed owner, or authorized agent of the owner or reputed owner of any real property which Big B has the right to lien and request joint checks at its sole option. Additionally, I agree to promptly notify Big B of any material financial events affecting the Company, including without limitation a banking change, default on a project, default to other creditors, an office change, and/or a change in the officers of the Company.

I AGREE THIS AGREEMENT IS BINDING UPON THE COMPANY, MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS SO LONG AS THE ACCOUNT REMAINS OPEN AND EVEN THOUGH THE OUTSTANDING BALANCE MAY FROM TIME TO TIME BE ZERO DOLLARS (\$0.00). I understand I may revoke this Agreement by providing Big B with written notice to such effect via certified mail, return receipt requested, and this Agreement will terminate upon Big B’s receipt of such notice. I also understand, however, that the terms of this Agreement will govern with respect to any outstanding balance on the account remaining at the time of termination of this Agreement. For value received, I hereby waive presentment, demand, protest, and notice of non-payment hereof and any extension of additional credit, bind myself hereon as the principal and not as surety, and agree to remain bound hereon as long as there is a balance on the account.

NOTICE: Under the Mechanics’ Lien law of the State of California (California Civil Code §§3082 et seq.), any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve property by supplying labor, services, equipment or materials, but is not paid for his or her work or supplies, has the right to enforce a claim against the improved property. This means that after a court hearing, the subject property could be ordered sold by a court officer and the proceeds of such a sale used to satisfy the outstanding indebtedness. SUCH ACTION MAY OCCUR EVEN IF THE CONTRACTOR HAS BEEN PAID IN FULL AND IF ANY SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER IMPROVING PARTY REMAINS UNPAID.

In consideration of Big B permitting the Company to make purchases pursuant to this Agreement, **I HEREBY AGREE TO UNCONDITIONALLY AND PERSONALLY GUARANTEE PAYMENT AND PERFORMANCE** under the terms of this Agreement to Big B in the event the Company fails to do so. These terms are listed above, and by signing below I acknowledge having read and agreed to those terms. I understand that credit would not be extended by Big B in the absence of this personal guarantee. In addition, I represent and warrant that I have the authority to enter into this Agreement and bind the Company and myself accordingly.

Signature _____ Print Name _____ Date _____