

**FORT WORTH LUMBER COMPANY AND
FORT WORTH SASH & DOOR**

CREDIT APPLICATION AND AGREEMENT

P.O. BOX 969 / FORT WORTH, TEXAS 76101-0969

PLEASE TYPE OR PRINT
COMPLETE ALL SECTIONS IN FULL

Complete Legal Company or Individual Name _____

P.O. Box _____ Street Address _____

City _____ County _____ State _____ Zip Code _____

Monthly Credit Requirement _____ Office Telephone _____ Date Business Started _____

Is Your Business: () Individually Owned () Partnership () Corporation Federal Tax I.D.# _____

Type of Business: () Builder () Gen. Contractor () Remodeler () Other _____

Bonding Company _____
name address city zip state telephone

FULL NAME OF OWNERS OR OFFICERS

president (or owner or partner) home address city zip home tele. # social sec. #

vice-pres. (or owner or partner) home address city zip home tele. # social sec. #

sec./treas. (or owner or partner) home address city zip home tele. # social sec. #

Have any of the officers, partners or owners ever filed bankruptcy? Yes No

Who _____ When _____

Are any judgments filed or pending? Yes No

Have you done business in the last six years under any other names? Yes No

Other trade names used now _____

FINANCIAL INFORMATION (INCLUDE CURRENT FINANCIAL STATEMENT)

Interim Bank _____ Bank Officer _____

Telephone No. _____ Checking Acct. No. _____ Loan Acct. No. _____

Bank _____ Bank Officer _____

Telephone No. _____ Checking Acct. No. _____ Loan Acct. No. _____

Comments _____

CREDIT REFERENCES - BUILDING SUPPLIERS

LIST BELOW THE NAMES OF THE SUPPLIERS WITH WHOM YOU HAVE ESTABLISHED COMMERCIAL CREDIT:

FIRM	STREET ADDRESS	CITY	STATE	TELEPHONE NO

I/We hereby certify this information, given for the purpose of obtaining credit, is true and correct. The below signed individuals give Fort Worth Lumber Co and Fort Worth Sash & Door permission to investigate the applicant(s) for purposes of obtaining credit. This may include accessing credit reports on all officers, partners and signors to this application. I/We agree that any information concerning this application shall remain the property of Fort Worth Lumber Co and Fort Worth Sash & Door whether or not credit is granted.

Please sign and date form

signature of applicant

date

**CREDIT AGREEMENT WITH
FORT WORTH LUMBER COMPANY AND
FORT WORTH SASH AND DOOR**

TERMS OF EXTENSION OF CREDIT:

The applicant for credit, by execution of the Application, does hereby expressly agree that all purchases made from Fort Worth Lumber Company and Fort Worth Sash & Door shall be upon the following terms and conditions:

1. I/We agree to pay interest at 1 1/2 percent per month with an annual percentage rate of 18 percent on all past due accounts. Accounts are due and payable on or before the 10th of the month following date of purchase.

2. The undersigned Purchaser hereby agrees and promises to pay the total amount of such accounts, together with interest charges as described above, on all past due accounts, as the same becomes due, at the office of Fort Worth Lumber Company and Fort Worth Sash & Door, 9101 S. Freeway, Fort Worth, Texas 76140. All goods are sold by Fort Worth Lumber Company and Fort Worth Sash & Door on the express agreement of the undersigned Purchaser that, for the purposes of securing payment of the purchase price, Fort Worth Lumber Company and Fort Worth Sash & Door as Seller, shall have a security interest in the same until the entire purchase price thereof is paid. 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 first applied to any accrued interest and then to oldest accounts of invoices.

3. All Purchase Orders submitted by Purchaser for custom milling or prefabricated items, specifically trusses and millwork, are non-cancellable after fabrication or milling begins. Purchaser agrees to accept delivery on these items upon their completion. There will be no exception.

4. In the event Purchaser fails to comply with any of the terms and conditions hereof, or if a proceeding in bankruptcy, receivership, or other insolvency proceeding be instituted by or against the Purchaser or his property, Seller shall have the right, at its option, to take possession of said materials and all other rights set out in the Texas Business & Commerce Code. Purchaser agrees to pay all costs, charges, and expenses incurred in locating said property, premiums for judicial bonds, repairs, storage, liens, expense of resale and reasonable attorney's fee of not less than 15% of the amount due and unpaid. In the event Seller repossesses said property, Seller may sell at public or private sale in such 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, and of 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 case of deficiency, the Purchaser shall promptly pay said balance without delay.

5. Fort Worth Lumber Company and Fort Worth Sash & Door reserves the right to stop advancing credit at any time. Company credit policies are subject to change at any time without prior notice.

6. 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 attached Application and financial statement, are true and correct.

Dated _____ Company Name _____

By _____

Title _____