

**30-DAY COMMERCIAL
CREDIT APPLICATION**

Tuttle Lumber Company
P. O. Box 2210 / 228 S. Guadalupe
San Marcos, Texas 78667
(512) 392-0151 - (800) 222-2518 - FAX: (512) 392-0851

**30-DAY COMMERCIAL
CREDIT APPLICATION**

Company Information

Company's Full Legal Name		Doing Business as (DBA) if different from legal name			
Physical Address	City	State	Zip	Billing Contact	
Telephone ()	Fax ()	Cell Phone ()			
Billing Address (if different from above)	City	State	Zip	<input type="checkbox"/> Yes, I would prefer to receive all invoices and statements electronically	
Email	Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership/LLC <input type="checkbox"/> General Partnership <input type="checkbox"/> Sole Proprietorship (Check only one) <input type="checkbox"/> Government <input type="checkbox"/> Other (Please indicate)				
Fed. Employer ID Number (Tax ID)	Contractor License Number	Business Started: Month Year		Annual Sales \$	Number of Employees

PRINCIPALS OF BUYER (PERSONS OWNING, CONTROLLING, OR OPERATING BUSINESS)

Name	Title	Social Security Number
Name	Title	Social Security Number
Name	Title	Social Security Number

Bank Reference

Bank Name	Telephone ()	Fax ()			
Address	City	State	Zip	Contact Person	Account Number
Have you ever declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are there any outstanding judgments or law suits against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, explain:	

Credit References

Company Name	Telephone ()	Fax ()			
Address	City	State	Zip	Contact Person	Account Number
Company Name	Telephone ()	Fax ()			
Address	City	State	Zip	Contact Person	Account Number

Requested Credit Limit	Total spent per month on all building materials	Depending on your credit limit needs, we may require a current financial statement including balance sheet, P&L and statement of cash flow.
\$	\$	

Purchaser Information – Other Purchasers on this Account

Name #1	Name #3
Name #2	Name #4

Purchase Orders Required? Yes No **If purchases are tax exempt, proper certificate must be submitted to Tuttle Lumber Company.**

REQUIRED APPLICANT SIGNATURE

All provisions contained on this form are incorporated by reference into the Tuttle Lumber Company Financial Account Agreement on the back side and you agree to be bound by such agreement in the event your application is approved. This application and the Financial Account Agreement constitute the complete agreement between you and Tuttle Lumber Company. The undersigned hereby certifies that (a) the undersigned is an authorized representative of the Company with full power to bind the Company to this agreement, (b) all information contained in this application is true and correct. Tuttle Lumber Company is also authorized to obtain credit information from time to time regarding the Company (and any sole proprietor or general partner who signs below) from credit reporting agencies, banks or trade references.

Signature _____ Date _____

X _____ / /
Name (please print) _____ Title _____

Tuttle Lumber Company 30-Day Financial Account Agreement

The Tuttle Lumber Company Financial Account ("Account") is issued by and credit is extended by Tuttle Lumber Company, Ltd., P. O. Box 2210, San Marcos, Hays County, Texas. In this agreement, the "we" and "us" refer to the Issuer. "You" and "your" refer to the Applicant.

Your use of the Tuttle Lumber Company Financial Account constitutes acceptance of the following terms and conditions. Use includes the retention or use of the Account by the person named on the Financial Account or anyone under your control, including your employees. The holder of the Tuttle Lumber Company Financial Account is liable for any unauthorized use of the Account and you agree to be responsible for maintaining the accuracy of account information, including, but not limited to, all persons authorized to charge on this account.

You may be asked to furnish Tuttle Lumber Company the address and/or legal description for a job site where materials purchased are to be utilized.

Accounts are processed on the last day of the month and statements will be mailed within two (2) business days. Your payment is due on the 10th day of the following month (or the next business day if the 10th is a weekend or holiday). Outstanding balances thirty (30) days after the closing date will be considered delinquent. Delinquent balances will be assessed a finance charge of 1.5% per month, not to exceed the maximum rate allowed by law. If the maximum rate allowed by law is less than 1½% per month, then the finance charge shall be the maximum rate allowed by law.

Billing errors must be reported to Tuttle Lumber Company within forty-five (45) days after the date of the first statement on which such error appears.

If your bank should fail to honor payment to Tuttle Lumber Company, you agree to pay our insufficient funds fee of the greater of (i) \$25.00 or (ii) the maximum amount allowed by law. In addition, if your payment is dishonored or your Account becomes delinquent, we may require immediate and full payment of goods or services purchased from Tuttle Lumber Company.

Your Tuttle Lumber Company Financial Account will enable you to access purchase information via our Web site. You agree to follow our security procedures and to keep your Password secret. You are responsible for any losses or unauthorized access to your data that results from you, your employees or anyone who gained access through you breaking security procedures. We use reasonable efforts to provide prompt and accurate sales transaction data; we are not responsible for any errors in such data. **UNDER NO CIRCUMSTANCES SHALL TUTTLE LUMBER COMPANY OR ANY OTHER ISSUER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES** for any claim arising out of or relating to this Agreement.

We reserve the right to change the terms of this Agreement by giving you thirty (30) days advance notice of the changes. Changes may include, without limitation, additional or different fees and contract provisions. Your continued purchases on account after notice constitutes your consent to the changes.

This Agreement will be governed by the laws of the State of Texas.

In the event that you breach or default under the terms of this Agreement, you will be liable to Tuttle Lumber Company for all costs and expenses, including late charges and fees, and reasonable attorney fees or other costs of collection, incurred by us in enforcing our rights hereunder. You agree that in the event of default in payment, we may institute suit against you in the courts of the State of Texas regardless of where you are geographically located or conduct business. All amounts due on your account are due and payable in Hays County, Texas and venue for any collection action shall lie in Hays County, Texas.

You grant us a purchase money security interest in all goods purchased with your Tuttle Lumber Company Financial Account.

Either you or Tuttle Lumber Company may terminate this Agreement at anytime. Payment of all outstanding amounts must be made upon termination of this Agreement.

TUTTLE LUMBER COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OF THE MATERIALS OR OF THE FITNESS FOR ANY PURPOSE.

Nothing herein contained shall be construed as an obligation on the part of Tuttle Lumber Company to sell goods or extend credit to the Applicant.

Personal Guarantee As is customary in the building material industry, a personal guarantee is required on all Proprietorships, Partnerships, or recently incorporated businesses less than 3 years old.				
Name	Home Address	City	State	Zip
Telephone ()	Fax ()	Social Security Number		Date of Birth MM/DD/YYYY
You must be one of these: (Check one) <input type="checkbox"/> President or Chairman <input type="checkbox"/> Vice President <input type="checkbox"/> Owner or Sole Proprietor <input type="checkbox"/> General Partner <input type="checkbox"/> Other Officer If you sign this section of the application, you agree to unconditionally, absolutely and irrevocably guarantee the performance of all obligations under and the payment in full upon demand of all amounts due on the Tuttle Lumber Company Financial Account that is opened with this application without requiring us to first pursue the buyer also liable on the Account. You also waive any notices regarding the governing credit agreement or this guarantee. This guarantee shall be in effect until the governing credit agreement has been terminated and all amounts due there under shall have been fully paid. This is an unconditional guaranty of payment and performance, not collection, and it is an agreement of guaranty, not suretyship. You waive all suretyship defenses. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You promise that everything in this application is true and correct.				
Signature		Date		
X		/ /		