

**30-DAY RETAIL  
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 RETAIL  
CREDIT  
APPLICATION**

**Account Information**

Applicant's Full Legal Name		Spouse's full legal name	
Physical Address	City	State	Zip
Billing Address (if different from above)	City	State	Zip
Telephone ( )	Cell Phone (applicant) ( )	Cell Phone (spouse) ( )	
Driver License	Social Security #	Date of Birth	
Email	<input type="checkbox"/> Yes, I would prefer to receive all invoices and statements electronically		
Name of nearest relative not living with you:	Phone ( )		
Employer	Work Phone ( )	Length of time employed	

**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, when?	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
Company Name	Telephone ( )	Fax ( )			
Address	City	State	Zip	Contact Person	Account Number

Requested Credit Limit \$ \_\_\_\_\_

**Purchaser Information – Other Purchasers on This Account**

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

**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 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 Applicant (and any sole proprietor or general partner who signs below) from credit reporting agencies, banks or trade references.

Signature	Date
X _____	/ /
Name (please print)	

## 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 10<sup>th</sup> day of the following month (or the next business day if the 10<sup>th</sup> is a weekend or holiday). Outstanding balances 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.