

Credit Application



"Our Interest In Your Home Is Personal"
101 Spring Street, Sayre, PA 18840
(570) 888-2364 | Fax: (570) 888-3816
www.croftlumber.com

CHARGE ACCOUNT AGREEMENT

Definitions: In this agreement, “I”, “me”, and “my” refers to each person or entity whose application for the Croft Lumber Co. Charge Account (“Account”) is covered by this Application, Agreement and Guarantee has been accepted. “You” and “Your” refers to Croft and any person to whom this Account or any indebtedness under this Account is assigned.

Promise to Pay: I have chosen to apply for this Charge Account for my use to purchase merchandise under the terms of the Agreement. In consideration of granting account privileges by you for my purchases made on this Account, plus any other fees or charges under this Agreement, I hereby agree that this Account shall be used only by the **Authorized Purchasers** and/or me exclusively for my use of the credit application I have provided you with. A list of names authorized to use this account and you may rely on that list until such time as you receive written notification from me changing that list. If I orally give you notice of any changes to the Authorized Name list, I agree that I will confirm it in writing to your Corporate Office. I understand that you reserve the right to determine whether any given purchase charged to my Account are, in fact, authorized or not. I agree that unauthorized use does not include use by a person whom I have given authority to use the account and that I will be liable for all use by such a person.

Credit Line: I agree that you may establish a **Credit Line (limit)** for my convenience and that my Account Balance at any one time will not exceed my Credit Line. I agree that you may change my Credit Line (limit) from time to time, based on your evaluation of changes in my credit capacity and my performance under this Agreement. If I exceed my Credit Line, you have the right to suspend or cancel my Account.

Billing Terms: I agree that if an Account is opened pursuant to this Agreement, the Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, I agree to accept your descriptive **billing system** accounting for all purchases on the Account. Your invoice number will be my reference number used for billing purposes to identify purchases of merchandise/services. Purchases made on your will be governed by you when available and printed on my invoice for my information only. It is my responsibility to provide a Purchase Order number if my company requires a purchase order for purchases. The presence or lack of a Purchase Order number in no way affects my responsibility to pay amounts due on this Account. Upon **establishment of an Account**, I agree to pay any purchases made or designated in accordance with billing, plus any Account Balance, and all applicable charges and fees which may then be in effect. If I request you to provide a duplicate copy of any invoice, other than those originally provided at the time of the sale, I agree to pay a fee of **\$5.00** per invoice.

Monthly Payment: Until you shall give me written notice to me of a change therein, your terms are all invoices issued during a calendar month are due in full by the due date printed on my statement. You do not agree to defer payment or collection and may take action to enforce your rights, including cancellation or suspension of my Account privileges, regardless of an unpaid payment that may be made. Payments are applied to any outstanding service charge, and then to any remaining balance or invoice, as designated by the type of account.

Service Charge: You will charge my account a **service charge** on the unpaid portion of the Account balance that is past due, on the **1st day** following the statement billing due date. Service charge will be **2%** per month.

Credit Card Surcharge: A surcharge of **3%** will be applied to any payments made using a credit card.

Governing Law: THE LAWS OF THE STATE OF PENNSYLVANIA SHALL GOVERN THIS AGREEMENT.

Default: If I do not pay the balance when due or breach any other terms of the Agreement, you may demand the entire unpaid balance to be paid immediately and, as provided by law, can pursue legal action for collection of the balance due. You may also pursue any other legal action deemed necessary or appropriate with respect to the Account. I agree to pay your reasonable attorney's fees and court costs as allowed by law.

Changes In Terms: You agree to give me written notice of any changes in this Agreement, and such changes will become effective from the date such notice is mailed to me.

Returned Check Fee: You may impose a **Returned Check Fee** if any Check or instrument sent to you in payment of my account is returned to you unpaid.

Credit Capacity: I give you the right to investigate my business and/or personal credit capacity and credit history. I understand that a consumer report may be requested in connection with the credit application. If I request, you will inform me whether or not a consumer report was requested, and, if such report was requested, I will be informed of the name and address of the consumer reporting agency that furnished the report. You are authorized to furnish information about the Account and me to credit reporting agencies and others that may lawfully receive this information.

Cancellation and Assignment: You reserve the right to cancel and/or assign all or part of this Agreement at any time, without notice and at your discretion.

Personal Guarantee (Authorized Representative): I have provided you with a personal guarantee for all indebtedness due on my account or I have represented that I am an authorized representative of valid qualified non profit, religious, volunteer, education or government agency or instrumentality, and that I am authorized to enter into contracts and agree to the terms and conditions contained herein.

NOTIFY US IN CASE OF BILLING ERRORS OR QUESTIONS ABOUT YOUR BILL:

If you think your bill is wrong, or if you need information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill. Write as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem occurred.

In your letter, give us the following information:

(1) Your name and account number.

(2) The dollar amount of the suspected error.

(3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If we find that we made a mistake on your statement, you will not have to pay service charges related to the questioned amount. If we did not make a mistake, you will have to pay the service charges, and you will have to pay the full, unquestioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

CROFT LUMBER CHARGE ACCOUNT APPLICATION & AGREEMENT

1. BUYER AND BILLING INFORMATION - PLEASE TYPE OR PRINT

FULL LEGAL NAME				TELEPHONE NO.
BILLING ADDRESS	CITY	STATE	ZIP	BILLING CONTACT
E-MAIL				

2. BUYER TYPE - PLEASE INDICATE BUYER TYPE IN SECTION A OR B BELOW

(A.) For Corporations, Partnerships, Sole Ownerships and Individuals, Section 5(A) "Authorizing Representative Guarantee" of this application must be completed, a **PERSONAL GUARANTEE** is required.

- ☐ Corporation ☐ Partnership ☐ Sole Owner/Individual

Federal ID# _____

(B.) For the Buyer Types below, Section 5(B) "Authorized Representative Signature" of this application must be completed.

- ☐ Non Profit Agency
 ☐ Religious Organization
- ☐ Government Agency (Federal, State, City, Village, Town)
 ☐ Political Subdivision
- ☐ Volunteer Org.
 ☐ Other

Federal ID# _____

If sales tax exemption is requested, the appropriate completed Certificate must accompany this application.

3. TRADE REFERENCES/MAJOR SUPPLIERS

NAME	ADDRESS, CITY, STATE AND ZIP	PHONE No.

4. PURCHASING INFORMATION AND AUTHORIZED NAME (Attach additional sheet if necessary)

Please check one: ☐ Purchase order only (Authorized name not necessary)

- ☐ Purchase Order and Authorized Name (List Below) ☐ Authorized Name Only (List Below)

[illegible]

5. AUTHORIZING REPRESENTATIVE GUARANTEE AND/OR SIGNATURE

CHOOSE EITHER SECTION 5(A) OR 5(B) BASED ON SECTION 2 BUYER TYPE

5(A). AUTHORIZING REPRESENTATIVE GUARANTEE (Personal Guarantee Required) [IF 2(A) SELECTED - COMPLETE THIS SECTION]

The undersigned, for the purpose of inducing Croft Lumber Co. ("Company") to extend credit to _____ (the "Applicant") for which this application is being made, does hereby personally guarantee to Company the payment when due of all indebtedness and obligations, now or hereafter incurred, of the Applicant to Company. This is a continuing, unconditional, and absolute guarantee, and the undersigned waives notice of acceptance of this guarantee and notice of non-payment or default.

Applicant Legal Name: _____

Signature of Personal Guarantor: _____

Printed Name of Personal Guarantor: _____

Title (e.g., Owner, Partner, Officer): _____

Date: _____

5(B). AUTHORIZED REPRESENTATIVE SIGNATURE (No Personal Guarantee Required) [IF 2(B) SELECTED - COMPLETE THIS SECTION]

The undersigned certifies that they are an authorized representative of the Applicant named below, are duly authorized to apply for credit and bind the Applicant to the terms and conditions of the Croft Lumber Charge Account Agreement, and have read and agree to all terms of the Agreement.

Applicant Legal Name: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title (e.g., Director, Manager, Mayor): _____

Date: _____

**Please review, complete, and return the application pages to Croft Lumber or mail to:
101 Spring St., Sayre, PA 18840**