



JAY-K Independent Lumber Corp.

Utica (315) 735-4475
Other (800) USA WOOD
Fax (315) 735-0425
Accounting (315) 735-4441

8448 Seneca Turnpike
P.O Box 378
New Hartford, NY 13413-0378
ar@usawood.com

APPLICATION FOR CREDIT

Please Print

PERSONAL ACCOUNT ONLY

Full Name: _____ Soc. Sec. # _____ DOB: _____

Address: _____
(Street) (City) (State) (Zip Code)

Phone#: _____ Cell Phone#: _____ email: _____

Own _____ Rent _____ Mortgage/Landlord name: _____ Address: _____

Employer/Address/Phone: _____

Spouse: _____ Soc. Sec. #: _____ DOB: _____

Employer/Address/Phone: _____

BUSINESS ACCOUNT ONLY

Type of ownership: () Proprietorship () Corporation () Partnership () Non-Profit
() Religious Organization () Government

Full Legal Name: _____ Fed Tax ID #: _____

Address: _____
(Street) (City) (State) (Zip Code)

Phone #: _____ Fax #: _____ Billing Contact: _____

Owners/Principals:

(Name) (Address) (Phone#) (Title)

(Name) (Address) (Phone#) (Title)

Tax Exempt: Yes ___ No ____ (If yes, must provide exempt certificate) Tax Exempt#: _____

Credit References:

1. Company _____ Address _____ Phone _____

2. Company _____ Address _____ Phone _____

What is the monthly line of credit requesting? _____ Interested in Paying w/ Credit card? _____

Please list any authorized users of the account, if different than those named on account:

AUTOMATIC MONTHLY STATEMENT EMAIL PROGRAM

JAY-K Independent Lumber Corp. offers automated emails. Our Accounts Receivable Department will email monthly statements along with signed copies of invoices (if available) each month there is activity on your account. We encourage you to take advantage of this process as it ensures a timelier receipt of these documents.

Email address: _____

(continue on back)

*****PAYMENT TERMS*****

PAYMENT IN FULL 10TH OF THE MONTH AFTER RECEIPT OF MERCHANDISE. PAST DUE ACCOUNTS ARE SUBJECT TO A 2% LATE CHARGE PER MONTH (AN ANNUAL PERCENTAGE RATE OF 24%), A MINIMUM OF \$5.00.

Accounts not paid according to the terms may be placed on a credit hold; no charges will be allowed. Any charges to the account constitute a grant to the seller of a security interest in the purchased items until full payment is received. JAY-K reserves the right to revoke credit terms at any time. TERMS must be adhered to regardless of your payment status with your customer. The undersigned agrees to make payment for all invoices whether said invoices are signed or unsigned. In the event this account is placed in the hands of a collection agency or attorney, or proceedings are instituted to collect a debt for the materials and/or supplies, provided the purchaser, the applicant shall pay an amount equal to thirty percent (30%) of the unpaid balance as a collection fee, which amount applicant agrees is reasonable. Applicant also agrees to pay all costs and attorney's fees for liens filed by JAY-K Lumber Corp. when any portion of applicant's account becomes past due. No return on Special Order items.

PERSONAL ACCOUNT: (Sign here and complete Guarantee section below)

The Debtor herein, in consideration of the mutual promises and delivery of credit hereby consents to jurisdiction and venue in the County of Oneida, City of Utica Court and waives any objection to jurisdiction in said courts, together with waiver to right to trial by jury. The applicant certifies that he/she has authority to sign and that all of the information contained herein is true and correct in all respects. This application will be JAY-K property whether or not credit is granted. The undersigned authorize any credit investigation needed for action on this credit application and hereby indemnify the above Company and Trade Credit Corporation from any liability resulting from their credit survey. It is also acknowledged and agreed that accounts receivable information may be reported by the Company to various consumer and commercial credit agencies. The applicant agrees to pay the amount due according to the terms.

Signed: _____ Signed: _____ Date: _____

BUSINESS ACCOUNT: (Sign here and complete Guarantee section below)

Any person signing this application in behalf of a Business represents (1) that the buyer is a valid Business entity and (2) that that the signer, both individually and/or as a corporate officer has been authorized to execute and sign this application and agreement on its behalf, and statements contained herein are true. The applicant will notify JAY-K Independent Lumber Corp. of any materials adverse changes in his/her financial circumstances. The applicant understands that any credit extended to applicant is strictly commercial and does not arise out of a consumer credit transaction and therefore is not governed by applicable federal or state consumer credit regulations. The applicant agrees to pay the amount due, according to the terms.

Business Name: _____ Date: _____

By: _____ Title: _____

By: _____ Title: _____

SIGNATURE MUST BE THAT OF PRINCIPAL(S)

GUARANTEE

In consideration of any extension of credit whether heretofore or hereto after made by JAY-K Independent Lumber Corp., 8448 Seneca Turnpike, New Hartford, NY 13413.

To: _____
(hereafter referred to as "the Customer") and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and hereafter, to become due from the Customer, including without limiting the generality of the foregoing, legal and other cost of attempts to collect said sums from the Customer and the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on the Customer's account. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer, as well as rights to off-set, redemption and counterclaim which may be alleged to exist in favor of the Customer.

This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect until 14 days after withdrawal in writing sent by registered mail, return receipt requested and received at the above address and effect with respect to all sums of money that are due and that become due from the Customer as a result of transactions through and including the date 14 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization or sales of the Customer's business shall not operate as a termination of this guarantee. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees of enforcing this agreement contained herein both against the Customer and the undersigned. This agreement and contract shall be interpreted under the Laws of the State of New York.

Signature(s) of Guarantor(s) / Personal and Business

(individually)

Date: _____

(individually)

Date: _____