

### **CREDIT APPLICATION INSTRUCTION**

ATTACHED IS OUR COMMERCIAL CREDIT APPLICATION. PLEASE READ ALL MATERIALS, SIGN/INITIAL AND DATE. YOU MAY EMAIL OR FAX THE APPLICATION.

PLEASE INCLUDE FAX NUMBERS OR EMAIL ADDRESS FOR VENDOR CONTACTS. MOST VENDORS WILL ONLY RESPOND IN WRITING BY EMAIL.

THANK YOU FOR GIVING THESE INSTRUCTIONS YOUR ATTENTION, AND WE WILL EXPEDITE YOUR APPLICATION AS QUICKLY AS POSSIBLE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE EMAIL CHRISTINA AT CHRISTINA@WAYSIDELUMBER.COM



### **COMMERCIAL CREDIT APPLICATION**

11277 TRADE CENTER DRIVE, RANCHO CORDOVA, CA 95742 (916) 635-9090 • FAX (916) 635-0467

RIGINALS MUST BE ON FILE BEF	ORE ACCOUNT WILL	BE ACTIVATED.			CREDIT APPROVAL
<b>Business Information</b>				(m	//
COMPANY NAME		a and			
STREET ADDRESS			Z		DE
MAILING ADDRESS			2	ZIP CO	DE
CITY				STATE	
BUSINESS PHONE ()	¥		)		
FAX NUMBER ()		TYPE OF BUSINESS	S		
CONTRACTORS LIC. NO		STATE	OF ISSU	E	
IF CORPORATION, FILL IN OFF	ICERS; PARTNERSH	IP, FILL IN PARTNE	ERS; SO	LE O	WNER, FILL IN OWNER
CHECK ONE: SOLE OWNER PARTNERS - PRESIDENT - SO PARTNERSHIP (list partners) CORPORATION (list differen)					
(list officers) PARTNERS – SECRETARY/TRE	ASURER SIGNATURE				EMAIL OR FAX
CUF	RENT BUSINESS RE	FERENCES (minin	num of 5	)	ONLY PLEASE!
(1) NAME	ADDRESS	CITY	STATE	ZIP	FAX OR EMAIL
(2) NAME	ADDRESS	CITY	STATE	ZIP	FAX OR EMAIL
(3) NAME	ADDRESS	СІТҮ	STATE	ZIP	FAX OR EMAIL
(4) NAME	ADDRESS	СІТУ	STATE	ZIP	
	ADDRESS	CITY	STATE	212	FAX OR EMAIL
(5) NAME	ADDRESS	CITY	STATE	ZIP	FAX OR EMAIL
Have you ever been liened or sued for npa	Id labor or material bills?	🗖 YES 🔳 NO	(If YES, ex	plain u	Inder "Additional Information.")
ERMS OF CREDIT		et due 25th			PAST DUE 26TH PRC

# A SERVICE CHARGE OF 2% PER MONTH OR FRACTION THEREOF WILL BE PAID ON AII PAST DUE SUMS; THESE SERVICE CHARGES WILL NOT BE WAIVED. A SERVICE CHARGE OF \$50.00 WILL BE PAID FOR EACH CHECK RETURNED UNPAID. CUSTOMERS WILL BE REBILLED FOR ANY DISCOUNTS TAKEN AFTER THE DISCOUNT DATE OR OBTAINED BY CHECKS WHICH ARE LATER RETURNED UNPAID.

This application is to obtain credit from any one or all of the named companies whether purchases are to be made now or hereafter. In the event any part or all of any sum owing from the undersigned to any of the above named companies becomes past due, or in the event any term of credit or purchase has not been met as agreed. Any part or all sums owing to the companies, whether due or not, shall thereupon become due and payable in full at the option of the companies. The undersigned agrees to pay all reasonable costs, expenses and attorney's fees, whether suit is filed or not, incurred in the enforcement of any obligation of the undersigned, or incurred in the collection of any sum due extended in reliance hereon, or the enforcement of the continuing guarantee a part hereof.

**CONTINUING GUARANTEE:** The within guarantee is made for the benefit of, and to obtain credit on a continuing basis, with respect to any one or all of the companies listed above, unless the companies are notified to the contrary in writing.

The undersigned hereby guarantees the performance of the person or firm applying for credit hereof and to whom credit is extended, including but not limited to the payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This guarantee shall continue in effect until the undersigned has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's tees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed.

#### J&C M HOLDING INC

#### DBA: WAYSIDE LUMBER CO. INC.

Please read "term of sale" in its entirety, sign and return with your credit application. An account will not be opened until completed and on file.

#### **TERM OF SALE**

#### CONTRACTOR RESPONSIBILITY

AS THE CONTRACTOR/CUSTOMER, **YOU** ARE RESPONSIBLE FOR ALL ASPECTS OF THIS ACCOUNT; ACCURATE PRELIEN INFORMATION, AUTHORIZING EMPLOYEES TO CHARGE, THE ACCURACY OF THE MATIERIALS BEING ORDERED AND A **TIMELY FINANCIAL SCHEDULE** OF PAYMENT ON ALL PROJECTS. PLEASE READ THE FOLLOWING TERMS OF BUSINESS AND SIGN THAT YOU AGREE TO COMPLY BY THESE POLICIES.

#### **BILLING PERIOD**

OUR BILLING PERIOD ENDS AT 4:00 PM ON THE 25<sup>™</sup> OF EACH MONTH. A BILLING PERIOD RUNS FROM 26<sup>™</sup> OF THE PREVIOUS MONTH TO THE 25<sup>™</sup> OF THE CURRENT MONTH. EXAMPLE: PURCHASES MADE ON JULY 26<sup>™</sup> WILL BE CLOSED OUT AUGUST 25<sup>™</sup> AND BILLED AUGUST 26<sup>™</sup>.

#### TERMS

"1% 10<sup>TH</sup>. Net 25th "WHAT DOES THIS MEAN, SIMPLY?" THE ACCOUNT BALANCE IS DUE ON THE 10<sup>TH</sup> OF EACH MONTH AND AND WE ALLOW A DISCOUNT INCENTIVE OF 1% \*\*\* (MATERIALS ONLY) FOR BALANCES PAID IN FULL. BY THE 10<sup>TH</sup>. YOU ARE THEN GIVEN A 15 DAY GRACE PERIOD BEYOND THE 10<sup>TH</sup> TO PAY YOUR ACCOUNT IN FULL (WITHOUT DISCOUNT), FINANCE CHARGES WILL BE ACCESSED, ON ANY UNPAID D BALANCES, ON THE EVE OF THE 25TH.

#### \*\* WHEN USING A CREDIT CARD TO PAY YOUR STATEMENT, THE DISCOUNT WILL NOT BE ALLOWED.

#### DEPOSITS

DEPOSITS WILL BE REQUIRED ON ALL JOBS SPECIFING "NO LENDER". YOU WILL BE REQUIRED TO MAKE A 25% DEPOSIT BEFORE START OF JOB (THIS AMOUNT IS DETERMINED BY TOTAL OF ESTIMATE/ SQUARE FOOTAGE). THIS DEPOSIT WILL BE HELD TILL JOB COMPLETION. (ie: OUR ESTIMATE IS \$ 100,000 THE DEPOSIT REQUIRED WILL BE \$25,000)

#### FINANCE CHARGES

FINANCE CHARGES ARE BASED ON "MONTHLY PERIODIC" RATE OF 2 PERCENT (24% APR). THESE CHARGES ARE ACCESSED ON THE EVE OF THE 25<sup>TH</sup>. ON ALL UNPAID BALANCES THAT HAVE PREVIOUSLY BEEN BILLED. **"ARE THESE CHARGES DUE IF I AM JUST ONE DAY LATE?"** <u>ABSOLUTELY</u>. YOUR ACCOUNT IS ACCESSED ONCE A MONTH AND ALL PREVIOUSLY BILLED BALANCES WILL BE ACCESSED. FINANCE CHARGES ARE DUE AND PAYABLE <u>IN FULL</u> BEFORE NEW CHARGES WILL BE ALLOWED.

#### ADMINISTRATIVE FEES

ANY REQUESTS BY YOU, THE ACCOUNT HOLDER, REQUIRING "LABOR HOURS" OF ACCOUNTNG DEPT., ON YOUR ACCOUNT, CAN BE SUBJECT TO MINIMUM ADMINISTRATIVE FEE OF \$50.00

#### RETURNED CHECKS

ALL RETURNED CHECKS WILL BE SUBJECT TO A \$30.00 RETURN FEE, DUE IMMEDIATELY. IF MORE THAN 3 OFFENSES, THE ACCOUNT WILL BE CLOSED PERMANENTLY.

#### LIEN PROCEDURE

ANY ACCOUNT SHOWING A 45 DAY DELINQUINCY WILL BE CLOSED AND A PAYMENT SCHEDULE WILL BE EXPECTED TO BE SUBMITTED BY YOU, THE ACCOUNT HOLDER. WITHIN 7 DAYS OF THE DELINQUENT INQUIRY. A MECHANIC'S LIEN WILL BE FILED AFTER 60 DAYS DELINQUINCY IF NO RESPONSE FROM YOU, THE ACCOUNT HOLDER, AND /OR WE ARE IN DANGER OF LOSING LIEN RIGHTS ON A PARTICULAR PROJECT. ALL COURT/ATTORNEY/ LEGAL FEES WILL BE DUE AND PAYABLE BY YOU., THE ACCOUNT HOLDER.

#### OUTSOURCING OF COLLECTIONS

IF DELINQUENT BALANCES ON YOUR ACCOUNT ARE OUTSOURCED TO A COLLECTION AGENCY, ALL FEES WILL BE PAYABLE BY YOU, THE ACCOUNT HOLDER.

YOUR SIGNATURE STATES YOU HAVE READ AND AGREE TO THE ABOVE TERMS.

DATE

PRINT - NAME OF ABOVE SIGNER

## \*\*\* PRE-LIEN INFORMATION NEEDED \*\*\*

PLEASE FILL OUT COMPLETELY AND RETURN PROMPTLY.

			DA				
ATTN:			PLEASE RETURN BY: REQUESTED BY:				
TYPE OF CONS	TRUCTION	□ new const		oom additior Or repairs	n / garage	□ deck	
GENERAL CONTRACTOR:	]		SUB- CONTI (ADDF	RACTOR RESS)			
	PHONE:	ENSE #	SUB	CONT. LICEN PHONE:	SE #		
_EGAL DWNERS: Full Name and Address )							
MUST HA	VE LEG	AL OWNER	R'S PHON	iE:			
<b>_ENDER</b> : ADDRESS)		(IF	F NO LENDER,	A DEPOSIT W	/ILL BE REQI	JIRED)	
PH0 LOA	ONE : AN #				ERIFIED LOA		
				LUMBER ES	TIMATE \$		
EGAL JOB DESCRIPTION: ADDRESS)			-	PERMIT #			
			PARCEL #				
** SIGNATUR NEED SIGNATURE OF HANK YOU)		-		SIGNATU	RE & PRINT NA	ME	
* * *	AX/EMA	IL COMPLI	ETED FOP	RM TO CI	HERYL*	* *	
FAX # (	916) 635-	-0467 EMA	IL: chery	vl@waysio	delumbe	er.com	
CALL LOG:	HOME	OFFICE #	FAX#		CELL	EMAIL	
1 <sup>ST</sup> REQ							
2 <sup>ND</sup> REQ 3 <sup>RD</sup> REQ							
	*** ACCOUNT	WILL BE CLOSE	ED UNTIL INFO	RMATION RE	CEIVED *****	*****	

# WAYSIDE LUMBER PRE-LIEN REQUIREMENTS

THE PRELIMINARY 20-DAY NOTICE (PRIVATE WORK) DOCUMENT IS REQUIRED BY THE STATE OF CALIFORNIA TO BE FILED BY SUPPLIERS WHO ARE DELIVERING MATERIALS TO ANY JOB. WAYSIDE LUMBER IMPLEMENTS AND ENCOURGES THIS DOCUMENT AS IT IS A SIMPLE PROTECTION FOR THE CONTRACTOR, HOMEOWNER AND THE SUPPLIER.

IDEALLY, WE ASK THAT YOU, THE ACCOUNT HOLDER, FAX THE COMPLETED FORM, SUPPLIED IN YOUR CREDIT APPLICATION, TO US <u>BEFORE THE</u> <u>START</u> OF YOUR JOB. IF YOU DO NOT, WE WILL RESPECTFULLY REQUEST THE PERTINENT INFORMATION FROM YOU, THE ACCOUNT HOLDER. WE ALLOW THE <u>MAXIMUM</u> OF 10 DAYS FOR YOU TO RESPOND WITH A COMPLETED FORM. IF WE DO NOT RECEIVE A RESPONSE, YOUR ACCOUNT WILL BE CLOSED AND THE BALANCE OF THE PARTICULAR JOB IN QUESTION WILL BE EXPECTED TO BE PAID IMMEDIATELY. WE HAVE ONLY 20 DAYS FROM THE 1<sup>ST</sup> LOAD DELIVERED TO COLLECT INFORMATION AND MAIL OUR CERTIFIED NOTICES TO ALL PARTIES AND WE DEPEND 100% ON YOU, THE ACCOUNT HOLDER, FOR THE INFORMATION, THIS IS WHY WE MUST TAKE IMMEDIATE ACTION IF COMMUNICATIONS FAIL.

HAVING A "30 DAY" ACCOUNT IS NOT RELATIVE TO THE ABOVE DOCUMENT IMPLEMENTATIONS. THE "20 DAY" LIMIT IS 20 DAYS... AND MANY TIMES YOUR BILLING WILL NOT BE SENT OUT TILL WELL AFTER THAT CUTOFF, HENCE, EXPLAINING OUR RATHER AGGRESSIVE PURSUANCE OF THIS INFORMATION.

LASTLY, IF YOU SO DESIRE THAT PRE-LIEN NOT BE FILED ON A PARTICULAR JOB THEN WE WILL INSIST ON PAYMENT IN FULL <u>BEFORE</u> SHIPPING.

\_ (INITIAL PLEASE THAT YOU HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS)

## **RE: DEPOSIT REQUIREMENTS**

IN REGARDS TO ALL NEW JOBS HAVING "NO LENDER" STATUS, WE WILL REQUIRE 25% DEPOSIT UPON START OF SUCH JOBS OR A CREDIT CARD TO PAY AS WE MAKE DELIVERIES. THE DEPOSIT WILL BE HELD TILL END OF JOB. IT THEN CAN BE APPLIED TO LAST BILLING OR WILL BE REFUNDED WHEN JOB IS PAID IN FULL.

THE PRE-LIEN PROTECTION IS VERY LIMITED WHEN THERE IS "NO LENDER" INVOLVED AND WE CANNOT AFFORD TO EXTEND OURSELVES FINANCIALLY. WE DO APPRECIATE YOUR LOYAL PATRONAGE.

THANK YOU!

\_\_\_\_\_(PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENT).

RE-CREATE 3-12-09

# **AUTHORIZATION TO CHARGE**

I,	, AUTHORIZE THE
(CONTRACTOR OR HOMEOWNER)	
FOLLOWING EMPLOYEES,	
	, TO CHARGE
LUMBER NEEDS TO MY WA	AYSIDE LUMBER ACCOUNT. I
AM RESPONSIBLE FOR TH	E LUMBER BILLING AND
THE PROMPT PAYMENT O	F ALL MATERIALS TO THIS
JOB.	

|--|

IF ANY CHANGES TO THIS AUTHORIZATION, I WILL NOTIFY WAYSIDE LUMBER IN WRITING.

(SIGNATURE)

(DATE)

(PRINT NAME)

WAYSIDE LUMBER FORM 10/29/04

### U.S. MERCHANT CARD SERVICE INFORMATION SHEET FOR PHONE CHARGES MUST HAVE COMPLETE INFORMATION BELOW TO RUN CHARGE

NAME ON CARD
AMOUNT \$ (if asks for sales tax, ENTER!)
CARD #
EXPIRATION/
SECURITY CODE (3 DIGIT ON BACK, FOR AX, 4 DIGIT ON FRONT)
PO # enter 1
INVOICE #
BILLING ADDRESS (Full Street Name/City)
BILLING ZIP
PHONE # (in case an issue w/ card) ()
RECEIPT REQUESTED:
MAILED TO:
OR FAX #
OR EMAIL

# PLEASE COMPLETE FORM IF DESIRE "30 DAY" ACCOUNT TO PAY AUTOMATICALLY ON THE 10<sup>TH</sup> OF THE MONTH. THANK YOU.