



# CREDIT APPLICATION AND AGREEMENT

**APPLICANT:** Please read the following before completing this Truitt and White credit application. Applicant represents that the information given in this application is complete and accurate and authorizes us to check with credit reporting agencies, credit references, and other sources disclosed herein in investigating the information given. Facsimile (faxed) or photo copy of the agreement and signatures will be accepted as original.

**Truitt & White Lumber Company 642 Hearst Avenue, Berkeley, California 94710 Tel: (510) 841-0511 Fax: (510) 548-1302**

NOTE: All sections and pages must be completed in full.

Date: \_\_\_\_\_

Credit Line Requested: \_\_\_\_\_

## Company Information

Business Name: \_\_\_\_\_ Tax ID# \_\_\_\_\_

Type of Business: \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Office #: ( ) Cell #: ( ) Date Established \_\_\_\_\_

Fax #: ( ) Email: \_\_\_\_\_  Corporation  Trust  Proprietorship

Street Address: \_\_\_\_\_  Partnership  L.L.C.  Other

Post Office Boxes are not sufficient

How long in business? \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Do you:  Own  Rent  Other

Mailing Address: \_\_\_\_\_ How Long \_\_\_\_\_ Mortgage/Rent \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Annual Income \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

## Individual(s) Information For ALL Officers, Trustees, Members, Partners and Owners

**1.)** Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Social Security #: - - Date of Birth: / / Email: \_\_\_\_\_

Home #: ( ) Cell #: ( )

Name of Employer: \_\_\_\_\_ Business Phone: ( )

Billing Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

**2.)** Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Social Security #: - - Date of Birth: / / Email: \_\_\_\_\_

Home #: ( ) Cell #: ( )

Name of Employer: \_\_\_\_\_ Business Phone: ( )

Billing Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

**3.)** Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Social Security #: - - Date of Birth: / / Email: \_\_\_\_\_

Home #: ( ) Cell #: ( )

Name of Employer: \_\_\_\_\_ Business Phone: ( )

Billing Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

**Supplier/Trade References**

Name/Title:	City/State:	Phone #	Fax #
1. _____	_____	(    ) _____	(    ) _____
2. _____	_____	(    ) _____	(    ) _____
3. _____	_____	(    ) _____	(    ) _____
4. _____	_____	(    ) _____	(    ) _____
5. _____	_____	(    ) _____	(    ) _____

**Bank Reference**

Bank Name: _____	Bank Name: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other _____	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other _____
Account #: _____	Account #: _____
Loan Type: <input type="checkbox"/> Permanent <input type="checkbox"/> Construction <input type="checkbox"/> Line of Credit	Loan Type: <input type="checkbox"/> Permanent <input type="checkbox"/> Construction <input type="checkbox"/> Line of Credit
Account #: _____	Account #: _____
Bank Contact, Phone Number: _____	Bank Contact, Phone Number: _____

**Account Options** For Business and Personal Accounts

Are purchase orders used?  Yes  No Will this account be used for any resale purchases?  Yes  No Resale # \_\_\_\_\_

Please list the names of authorized buyers for this account. Truitt & White can not be held responsible for unauthorized charges if names are not provided.

_____ Printed Name	_____ Signature	_____ Printed Name	_____ Signature
_____ Printed Name	_____ Signature	_____ Printed Name	_____ Signature
_____ Printed Name	_____ Signature	_____ Printed Name	_____ Signature

**TERMS OF PAYMENT; FINANCE CHARGES.** By signing below, if your application is approved, you agree to pay all invoices in accordance with Truitt & White Lumber Company’s (“Truitt & White” or “We”) terms. You understand all invoices are due and payable at Truitt and White Lumber Co. on or before the 10th of the month following purchase and are past due after the 25th of the month following purchase. You agree to pay a finance charge on all past due balances at a monthly rate of 1 1/2% (the periodic rate), which corresponds to an annual percentage rate of 18%. We figure the finance charge on your account by applying the periodic rate to the amount you owe at the end of each cycle, including new purchases and deducting payments and credits made during the billing cycle. You agree to pay all costs Truitt & White Lumber Company incurs if legal efforts are required to collect any past due sums on your account, including (but not limited to) attorneys’ fees, interest, and costs.

**APPLICANT’S REPRESENTATIONS AND AUTHORIZATIONS.** By signing below, you authorize Truitt & White Lumber Company to investigate your credit history, contact all references listed on this application, and perform credit and background checks in compliance with local, state, and federal law. You authorize Truitt & White to obtain a Consumer Credit Report for each Applicant listed. If you are signing on behalf of a corporation, limited liability company, partnership, or trust, you warrant that you have authorization to sign on behalf of such entity and agree to indemnify and hold harmless Truitt & White for any loss, damage, or other liability resulting from any breach of said warranty.

You agree to notify Truitt & White promptly whenever you purchase materials that are used to improve the property of others, so that Truitt & White may notify the property owner, as required by California Civil Code sections 3097 and 3098, that if bills are not paid in full for labor, services, equipment or materials furnished by Truitt & White, the property may be subject to a mechanic’s lien.

**TRUTH IN LENDING ACT DISCLOSURES.** You may be liable for the unauthorized use of your credit account at Truitt & White. You will not be liable for unauthorized use that occurs after you notify Truitt & White Lumber Company at 642 Hearst Avenue, Berkeley, California, 94710, (510) 841-0511, orally or in writing, of the possible unauthorized use.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address shown on your invoice as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, and (3) a description of the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PERSONAL CONTINUING GUARANTY.** I jointly, severally, and unconditionally guarantee and promise to pay Truitt & White Lumber Company on order or demand, any and all past, present, and future indebtedness of the corporation, trust, limited liability company, partnership, or other business entity listed on this application (the "Applicant"). I further agree to waive (i) any right to demand Truitt & White proceed against the Applicant first, (ii) any defenses I have under Civil Code § 2819, and (iii) any right to demand notice of the Applicant's default. Liability under this Guaranty shall not be released or terminated by Truitt & White's failure to exercise diligence in enforcing its rights against the Applicant. I agree this is an absolute unconditional and continuing guaranty.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**OFFICE USE ONLY**

Received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Established: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Acct #: \_\_\_\_\_

Approved By: \_\_\_\_\_ Limit: \_\_\_\_\_ Level: \_\_\_\_\_