

# Cherokee Wood Products, Inc. \_\_\_\_\_

P.O. Box 1853, Upland, CA 91785 • 1390 E. Arrow Hwy., Upland, CA 91786 • (909) 920-5430 • Fax (909) 920-5059

## CREDIT APPLICATION

The undersigned "Buyer" offers the following true statement for the purpose of procuring credit form Cherokee Wood Products, Inc. and agrees to immediately notify Cherokee Wood Products, Inc. of any material changes in the following representations. Buyer has read and hereby agrees that all purchases are subject to the TERMS AND CONDITIONS OF SALE set forth on the reverse hereof. The undersigned are owner(s) or "Buyer" and hereby agree that they are personally liable for and guarantee repayment upon demand of any indebtedness due to Cherokee Wood Products, Inc. as a result of credit so provided to "Buyer".

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

TRADE NAME \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

RESALE # \_\_\_\_\_ CONTRACTORS LICENSE # \_\_\_\_\_

APPROXIMATE WORTH \_\_\_\_\_

OWNERSHIP DATE: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_

NAMES OF OWNERS, PARTNERS OR PRINCIPAL STOCKHOLDERS:

Name and Title	S.S. #	D.L. #	Residence Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Can you provide a Financial Statement? Yes ( ) No ( ) Estimate monthly credit requested \_\_\_\_\_

Have you ever filed bankruptcy? \_\_\_\_\_

Have you ever had a judgment against you? \_\_\_\_\_

BANK \_\_\_\_\_ BRANCH \_\_\_\_\_

ADDRESS \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CONTACT NAME \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

I HEREBY AUTHORIZE RATING OF MY BANK STATUS \_\_\_\_\_

TRADE REFERENCES: (PLEASE STATE PRIOR & PRESENT LUMBER & BUILDING MATERIAL SUPPLIERS)

Name	Address	Phone	Fax
1. _____	_____	( ) _____	( ) _____
2. _____	_____	( ) _____	( ) _____
3. _____	_____	( ) _____	( ) _____
4. _____	_____	( ) _____	( ) _____

I HEREBY AFFIRM THE TRUTH OF THE REPRESENTATIONS MADE IN THIS CREDIT APPLICATION ON BEHALF OF BUYER AND AGREE TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN:

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

TERMS AND CONDITIONS OF SALE

All Claims for defective material of labor must be made within five (5) days after receipt of delivery and must be in writing in the seller. Seller hereby excludes warranty of fitness for a particular purpose. All special, incidental and consequential damages are excluded.

Buyer's exclusive remedy on account of the furnishing of material or services that do not conform to any contract shall be at **SELLER'S** option to provide replacement thereof or payment of the claim (which shall not exceed the price of the sale or service in respect of which such claim is made). **In no event shall Seller be liable for special, indirect, incidental or consequential damages.**

**DELAYS:** Every order is subject to delay in performance due to accidents, strikes, riots, stoppage of labor, car shortage, climate conditions, unavoidable casualties, acts of God, and other causes interfering with obstruction or blocking the usual routes of transportation of the production and shipment of lumber by Seller. Seller is excused for such delays and no claim for loss or damage shall be allowable to Buyer in consequence thereof. Any order may be rescinded by the Seller without liability for and of said causes.

**CANCELLATION:** Except as otherwise stated herein orders shall not be cancelled except upon mutual agreement.

**DISCOUNT AND CLAIMS POLICY:** When discounts are allowed by Seller, they are calculated on lumber only (not on lumber finishing, delivery, or any other factor).

If there are any corrections or omissions, please notify us immediately. All Claims must be presented within five (5) days of receipt of material. No claims will be allowed unless material is held intact subject to our inspection. In the event lumber is returned as a result of mutual agreement between Buyer and Seller, there will be a 15% (of total price) restocking charge.

**RIGHT TO REFUSE TO MAKE DELIVERIES, SHIPMENTS:** Seller may at any time decline to make any shipment, delivery, or perform any work except upon receipt of full cash payment.

**TERMS:** 2% Discount days from dated invoice. If payment is not made when due, this agreement shall be deemed breached. It is agreed that Seller's actual damages as a result of such breach are difficult and impracticable to determine and include, but are not limited to, administration costs for billing, accounting for and collecting past due payments, as well as the cost to Seller of the amounts past due. Buyer agrees to pay Seller delinquency charges on all amounts past due at the annual rate of 18% until paid. This is considered to be a reasonable method for fixing Seller's damages so arising.

The undersigned hereby certifies that all statements in this application are true, complete and are made for the purpose of obtaining credit, and further agrees that a facsimile copy of the executed agreement is sufficient for the purposes of conducting a credit investigation, You have permission to verify any and all of the information furnished and are authorized to use and/or report this information for legitimate business purposes to the extent permitted by law. I agree to pay the current service charge of \$25 for each returned check, and a minimum finance charge of \$1.00 per month. The undersigned further agrees that if the undersigned and/or applicant or any co-maker of any obligations of the undersigned, at any time falls in business or becomes insolvent, or commits and act of bankruptcy, or fails to make payments as agreed, then in such cases, all of the obligations of the undersigned and/or applicant to you, or hold by you, shall immediately become due and payable without demand or notice, and further agree that suit be filed to collect any money due Cherokee Wood Products, Inc. that the undersigned and/or applicant shall pay reasonable attorney fees. In the event a dispute arises among the parties, Buyer agrees to make payment on all goods subject to said dispute, and hereby waives any and all rights to offset and will not offset sums due and payable on non-disputed sales against whose sums involving separate transactions which remain disputed. This agreement shall be deemed to have been entered into in San Bernardino County, the State of California, and all questions of the validity, interpretation, or performance of any of its terms or any rights or obligations of the parties to this agreement shall be construed pursuant to and governed by California law.

If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

I/ We personally guaranteed payment for all materials purchased by the above applicant under the terms of this credit application and I/We personally guarantee all obligations of the above applicant under the terms of this credit application including, but not limited to the obligation to pay attorney fees, costs of suit, cost of collection, interest and service charges in consideration for the advancement of credit to the above applicant.

Upon any default of the above applicant, Cherokee Wood Products, Inc. may, at its option, proceed directly and at once, without notice, against the undersigned to collect and recover the full amount of the liability hereunder or any portion thereof, without proceeding against the above applicant or any other person. The undersigned hereby waives the pleading of any statute of limitations as defense to the obligation.

The undersigned assumes the responsibility for being and keeping themselves informed on the financial condition of the above applicant and of all other circumstances bearing upon the risk of non-payment of the indebtedness which diligent inquiry would reveal, and that absent a request for such information by the undersigned, Cherokee Wood Products, Inc. shall have no duty to advise the undersigned of information known to it regarding such condition or any circumstance.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Dear Customer:

Due to tightening of regulations in the disclosure of credit information, banks are now requiring written authorization from their depositor (s) for the release of any information regarding their account (s).

Therefore, please sign this authorization for your bank, and include it when you return your completed credit application to us.

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

I authorize my financial institution to release information pertaining to my account as required on the attached bank credit reference letter.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

To Our Valued Customers:

Our new system is in place and we have the capability of electronically transmitting your invoices and other documents. Please select your preference below to update your contact information.

Please do not hesitate to contact us with any questions.

Thank you,

Cherokee Wood Products

CUSTOMER NAME \_\_\_\_\_

E-Mail \_\_\_\_\_

Fax \_\_\_\_\_

Mail \_\_\_\_\_

# RESALE CERTIFICATE

(Name of Purchaser)

(Address of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

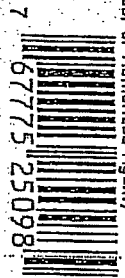
that the tangible personal property described herein which I shall purchase from: \_\_\_\_\_

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding; it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property. Description of property to be purchased: \_\_\_\_\_

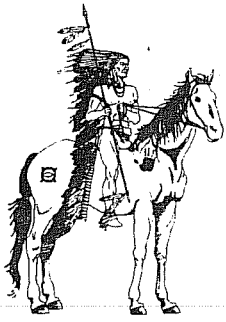
Date: \_\_\_\_\_ (Printed name of Purchaser or Authorized Agent, and Title)

Phone ( ) \_\_\_\_\_ (Signature of Purchaser or Authorized Agent)

RESALE CERTIFICATE—WOLCOTT'S FORM 152  
REV. 4/80 GOLDEN ARROW #GA 25-098



PLEASE FAX BACK TO  
(909) 920-5059. Thank you...



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Company Name: \_\_\_\_\_

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

From: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax# \_\_\_\_\_

I authorize the following people to use my credit card for purchases at Cherokee Wood Products, Inc.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**I understand that it is my responsibility to notify Cherokee Wood Products, Inc, in writing should any of the above people become unauthorized purchasers.**

I hereby give Cherokee Wood Products, Inc. permission to use the following credit card to pay the invoices listed below:

INVOICE/SHIPPER # \_\_\_\_\_

Amount: \$ \_\_\_\_\_

INVOICE/SHIPPER # \_\_\_\_\_

Amount: \$ \_\_\_\_\_

INVOICE/SHIPPER # \_\_\_\_\_

Amount: \$ \_\_\_\_\_

INVOICE/SHIPPER # \_\_\_\_\_

Amount: \$ \_\_\_\_\_

**Total: \$ \_\_\_\_\_**

Credit Card # \_\_\_\_\_

EXP: \_\_\_\_\_

Sec Code: \_\_\_\_\_

M/C  AMEX  VISA  DISCOVER

Billing Zip: \_\_\_\_\_

Print Name on Card: \_\_\_\_\_

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

YES  NO I hereby give Cherokee Wood Products, Inc. permission to keep my credit card on file.

By signing below, I give Cherokee Wood Products, Inc. permission to charge the above total on my Credit Card.

SIGNATURE \_\_\_\_\_