



RETURN TO: Jones Lumber - US LBM, LLC
 4500 Oak Circle
 Boca Raton, FL
 Phone: 561-391-3995
 Fax: 561-391-4002

OFFICE USE ONLY:

Approved: _____ Denied: _____ Location: _____
 Credit Limit: _____
 Issued By: _____ NOC Required: _____
 Date: _____ Jobs Required: _____
 Salesman: _____

For the purpose of obtaining merchandise/services on credit, the following statement in writing is made and hereby certified to be complete and correct as of this date.

APPLICANT INFORMATION			
Legal Business Name:		Date Incorporated:	State Incorporated:
Billing Address:		City:	State: Zip:
E-Mail:	Phone #:	Fax #:	SSN or EIN:
Business Type: Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Contractor License #:	License Holder:	License Type: FL Tax Exempt #:
Preference for Receiving Invoices: Mail <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/>			
Description of Business: (Check the one that best describes your business - check only one)			
Custom Builder <input type="checkbox"/>	Production Builder <input type="checkbox"/>	Commercial Bldr/General Contractor <input type="checkbox"/>	Government <input type="checkbox"/> DIY/Retail/Maintenance <input type="checkbox"/>
Subcontractor - Framing <input type="checkbox"/>	Subcontractor - Millwork <input type="checkbox"/>	Other <input type="checkbox"/>	
PO's Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	Estimated Monthly Purchases:	Accounts Payable Contact:	
Has applicant or any officers, partners, owners or members ever filed bankruptcy? Who and when?			Outstanding Liens or Judgments? Yes <input type="checkbox"/> No <input type="checkbox"/>
NAMES OF OWNERS, PARTNERS, OFFICERS & MEMBERS			
Name:		Title:	SSN:
Name:		Title:	SSN:
Name:		Title:	SSN:
PRIMARY BANK REFERENCES			
Bank Name:		Contact:	Phone #:
Address:		City:	State: Zip:
PRINCIPAL TRADE REFERENCES (Include current or previous building material supplier)			
Company Name:	City:	Phone #:	Fax #:
Company Name:	City:	Phone #:	Fax #:
Company Name:	City:	Phone #:	Fax #:
Company Name:	City:	Phone #:	Fax #:
NAMES OF AUTHORIZED BUYERS			
Name:		Name:	
Name:		Name:	
Name:		Name:	

CREDIT AGREEMENT

The terms and conditions of the Application and this Credit Agreement shall, upon extension of credit to the undersigned (hereinafter "Applicant") by Jones Lumber- US LBM, LLC and/or any companies owned or operated by Jones Lumber- US LBM, LLC, now existing or hereafter created, and their successors and assigns (hereinafter collectively referred to as the "Seller"), constitute an agreement between Applicant and Seller (hereinafter, the "Credit Agreement").

1. **Reliance on Credit Information:** Seller intends to rely on all of the information presented in the Application in determining its creditworthiness. Applicant represents that such information is true, accurate, correct and complete.
2. **Cancellation of Credit:** Should credit be extended to Applicant by Seller, all credit shall be extended at the sole discretion of Seller. Seller may, at any time, without notice, cancel all credit available to Applicant and refuse to make any further credit advances.
3. **Payment Terms:** Payment is due for all invoices by the 11th day of the next calendar month. Invoices not paid by the 11th day of the next calendar month are delinquent. The above payment schedule applies to all products and services. Time is of the essence for this Credit Agreement.
4. **Delivery:** Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance.
5. **Returns:** Applicant shall inspect all goods upon receipt, and report all errors or irregularities to Seller, in writing, prior to using the merchandise and no later than 24 hours after receipt of goods, otherwise, no claims or adjustments of any kind will be recognized. No returns or exchanges, regardless of condition, will be accepted on special order items. All items approved for return may be, at the sole discretion of Seller, subject to a minimum 25% restocking fee. The final determination regarding acceptance of returns is at the sole discretion of the Seller.
6. **Venue:** Venue shall be in Plm Beach County, Florida for all claims arising out of the Application, the Credit Agreement. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue.
7. **Governing Law:** The Application and this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of any conflicts of law.
8. **Attorneys' Fees:** Applicant agrees to pay all costs and expenses incurred in the enforcement of this Credit Agreement, including, but not limited to, reasonable attorneys' fees and costs, including, without limitation, attorneys' fees and costs related to appeals and the collection of sums due by suit or otherwise, prior or subsequent to a final judgment.
9. **Commercial Purposes Only:** Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.
10. **Warranty:** PURCHASER'S SOLE WARRANTIES, IF ANY, ARE THOSE PROVIDED BY THE MANUFACTURER. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE GOODS OR MATERIALS.
11. **Authorization of Credit Inquiry:** APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT OF APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.
12. **Mold:** Seller has and maintains a strict quality assurance program to help safeguard against the presence of mold. Since the emergence of mold on lumber is a naturally occurring process, Seller disclaims any obligation to inspect, remove or remediate any lumber or wood trusses at a job-site that may contain mold.
13. **Assignment:** Applicant may not assign any of the rights or obligations hereunder, by operation of law or otherwise, without prior written consent of Seller.
14. **Entire Agreement:** This document contains the entire agreement between Seller and Applicant, and constitutes the final complete and exclusive expression of all terms of the Credit Agreement. All prior or contemporaneous written or verbal agreements, representations, or negotiations with respect to such terms as are included herein or are the subject matter hereof are merged herein. To the extent that the provisions of this Agreement conflict with the provisions of any subsequent agreements between Applicant and Seller, including but not limited to, subcontractor agreements, the terms of this Credit Agreement shall govern.
15. **Severability:** In the event any word, phrase, clause, sentence, or other provision of this Credit Agreement is declared illegal, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity, illegality, or unenforceability without invalidating any other provision contained herein and this Agreement shall be construed as if such word, phrase, clause, sentence, or other portion had not been contained in this Agreement.

By:

Name of Company

Signature & Title

Print

Date

PERSONAL GUARANTY

For value received and in consideration of Jones Lumber- US LBM, LLC's ("Seller") extension of credit to the above-named applicant ("Applicant"), specifically acknowledging said extension to be adequate consideration, the undersigned agrees as follows:

- 1 The undersigned agrees to the terms of the above application for an open account. The undersigned is an owner of, or has an interest in Applicant, financial or otherwise.
- 2 If Applicant defaults in making payment on this account, the undersigned, jointly and severally, personally guarantees payment of, and will pay on demand, the balance due Seller, from said applicant, without Seller first having to proceed against the Applicant.
- 3 If the Applicant defaults in making payment on this account, the undersigned will pay on demand, all costs and expenses, including, but not limited to, reasonable attorney's fees incurred in the enforcement of this agreement including, without limitation, appeals and the collection of sums due by suit or otherwise, prior and/or subsequent to a final judgment.

4 This guaranty shall bind the parties' respective heirs, administrators, personal representatives, successors and assigns and shall inure to the successors and assigns of Seller, including, but not limited to, any party to whom Seller may assign any item or account, and notice of any such assignment is hereby waived. All rights and remedies of Seller under the credit application, credit agreement, and this personal guaranty are cumulative and not alternative.

By:	Guarantor	Print	Date
By:	Guarantor	Print	Date