



SCL Sales Rep Initials: _____

COASTSIDE LUMBER AND SUPPLY, INC. dba SOUTH CITY LUMBER & SUPPLY ("South City Lumber")
499 Railroad Avenue, South San Francisco, CA 94080 • Phone: (650) 588-5711 • Fax: (650) 871-8069 • Web: www.southcitylumber.com

CREDIT APPLICATION AND AGREEMENT

The undersigned Buyer hereby applies for the right to purchase materials ("Materials") on credit from South City Lumber on the terms and conditions listed below under the heading "Credit Agreement." By executing this Credit Application and Agreement, the undersigned Buyer agrees to be bound by all of those terms and conditions.

GENERAL INFORMATION

Buyer's Legal Business Name: _____

dba: _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Business Phone #: _____ Contact #: _____ Fax #: _____

Business Email: _____ Alt. Email: _____

Are Purchase Orders Required? Yes _____ No _____ Year Business Established _____

Authorized Buyers: _____

Type of Entity: Sole Proprietorship: _____ Partnership: _____ LLC: _____ Corporation: _____ Other: _____

Federal Tax ID#: _____ Contractor's License #: _____

PRINCIPALS

Name: _____ Title: _____

Social Security #: _____ Driver's Lic. #: _____ DOB: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone #: _____ Cell #: _____

BUYER'S BANKING REFERENCES

Name of Bank _____ Branch _____ Account # _____

1. _____

2. _____

BUYER'S TRADE REFERENCES

Name	Address/City/State/Zip	Phone	Contact Name
1. _____			
2. _____			
3. _____			

CREDIT AGREEMENT

In consideration of the extension of credit by South City Lumber for purchases of Materials to be made on this account, the undersigned individual/entity ("Buyer") agrees as follows:

1. Buyer hereby authorizes the release of financial and credit information to South City Lumber by all banking and trade references listed above. Buyer further authorizes South City Lumber to obtain credit reports pertaining to Buyer as South City Lumber deems appropriate or necessary.
2. Unless otherwise expressly agreed in writing, Buyer shall pay all amounts due South City Lumber on a "Net 10th" basis. I.e., payment in full for all Materials purchased shall be due within ten (10) days after issuance of invoice.
3. Buyer acknowledges and agrees that interest shall accrue on all outstanding balances that remain unpaid more than ten (10) days after issuance of invoice at a rate of one and one-half percent (1.5%) per month.
4. In the event Buyer fails to make payment as required herein, Buyer agrees to pay (a) interest in accordance with Paragraph 3 above, plus (b) all costs of collection, including but not limited to all fees and costs charged by a collection agency or attorney, in addition to the principal amount of the unpaid invoice.
5. Buyer shall inspect all Materials upon delivery and shall immediately notify South City Lumber by telephone or otherwise as to any claimed shortages, defects, damages, or nonconforming Materials. Buyer shall confirm such complaint in writing to South City Lumber within five (5) business days after delivery. South City Lumber shall promptly investigate and, if it determines that Buyer's complaint has merit, shall authorize Buyer in writing to return the affected Materials for a credit of the purchase price (provided the Materials are returned in the same condition as delivered). Except as provided in this paragraph, Buyer shall not offset or reduce the purchase of any Materials purchased from South City Lumber or return any Materials to South City Lumber on account of any complaints as to quantity, quality, or delivery. Buyer's failure to follow the procedures set forth in this paragraph shall constitute a waiver of such complaint(s).
6. In the event Buyer disputes any invoice issued by South City Lumber, Buyer shall give notice thereof, including the nature and basis of such dispute, to South City Lumber in writing within ten (10) calendar days after issuance of the invoice. Buyer's failure to give such notice shall constitute a waiver of any such dispute or claim.
7. Buyer acknowledges and agrees (a) that South City Lumber makes no warranties of merchantability or fitness for a particular purpose with respect to any Materials, and (b) that South City Lumber makes no warranties of any kind, express or implied, that any Materials will comply with local building codes or ordinances.
8. Buyer further acknowledges and agrees that South City Lumber shall not be liable for any incidental or consequential damages under any circumstances, whether or not arising out of any claimed shortage, defect, nonconformity, delay in shipment or nondelivery of any Materials, or the failure of any Materials to comply with local building codes or ordinances.
9. In the event South City Lumber is supplied with any plans, drawings, specifications, take-offs or similar documents (collectively "Plans") and is asked to provide Materials to satisfy the requirements thereof, it is understood and agreed that South City Lumber's review of such Plans is strictly for Buyer's convenience, and that South City Lumber shall incur no liability (a) for any errors or inconsistencies in the Plans, or (b) for its failure to interpret said Plans accurately and to furnish Materials accordingly.
10. In order to protect South City Lumber's mechanic's lien rights in the event of Buyer's nonpayment, Buyer agrees to notify South City Lumber in writing immediately if any Materials are used on a construction project or at any address or location other than that shown as the delivery address on any delivery tags.

11. In the even any arbitration or any action at law or in equity shall be brought on account of any breach of this Agreement, or to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its actual attorney's fees and costs, which shall be fixed by the tribunal or court and be made a part of any award or judgement rendered.
12. This Agreement constitutes the entire agreement between the parties hereto. No representations, affirmations or fact, prior dealings between the parties, or trade usages that are not incorporated here in shall be binding on either party.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. Any action brought to enforce or interpret this Agreement may be filed and tried in the Superior Court of California for San Francisco County or San Mateo County. Buyer agrees that venue in either of said counties shall be deemed proper.
15. This Agreement will remain effective if Buyer's principal(s) discontinue the use of Buyer's business name and adopt another business name in its place. Upon written notice to South City Lumber of Buyer's new business name, this Agreement shall be deemed to be amended by mutual agreement to apply to the new entity or name.
16. Each of the individuals executing this Agreement represents and warrants that he/she has the express authority to sign for and bind the person or entity he/she purports to represent.
17. Buyer agrees that a faxed or scanned copy of this Credit Application and Agreement may be relied upon as the original for any purpose.

NAME OF BUYER: _____
 (PRINT)

SIGNATURE: _____ DATE: _____

CONTINUING PERSONAL GUARANTY

In consideration of South City Lumber's extending of credit to the business/entity listed above ("Buyer"), I/we hereby individually and personally guarantee to pay all sums that may become due South City Lumber in accordance the terms and conditions of the foregoing "Credit Agreement." In particular, and without limitation, I/we agree to pay (a) all unpaid invoices, (b) interest on outstanding balances that remain unpaid more than ten (10) days after issuance of invoice at a rate of one and one-half percent (1.5%) per month, (c) collection costs, and (d) attorney's fees and costs, all as revoked by a notice in writing transmitted to South City Lumber by Certified Mail, Return Receipt Requested; provided, however, that such notice of revocation shall have no effect on any purchases made prior to the date of South City Lumber's receipt thereof. I/we waive notice of acceptance hereof, notice of Buyer's nonperformance or nonpayment, notice of presentment, demand for payment, or any other demands or notices. If this Continuing Personal Guarantee is signed by more than one person, I/we acknowledge and agree that all obligations hereunder shall be joint and several.

NAME: _____ NAME: _____
 (PRINT) (PRINT)

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

FOR SOUTH CITY LUMBER USE ONLY:

Credit Approved by: _____ Date: _____ Initial Credit Line: _____
 (PRINT)

Approver's Signature: _____