



# INDEPENDENT LUMBER CORP.

SENECA TURNPIKE  
P.O. BOX 378  
NEW HARTFORD, NY 13413-0378  
UTICA (315) 735-4475 ACCOUNTING (315) 735-4441  
OTHER (800) USA WOOD FAX (315) 735-0049

## APPLICATION FOR CREDIT

### Please Print

Full Name: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(mm/dd/yyyy)

Address: \_\_\_\_\_  
(street) (city) (state) (zip)

Phone # \_\_\_\_\_ Cell Ph # \_\_\_\_\_ Fax # \_\_\_\_\_ E-Mail Addr: \_\_\_\_\_

Own \_\_\_ Rent \_\_\_ Mortgage/Landlord Name \_\_\_\_\_ Addr: \_\_\_\_\_

Employment: \_\_\_\_\_ Addr: \_\_\_\_\_ Phone# \_\_\_\_\_

SPOUSE \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(mm/dd/yyyy)

Employment: \_\_\_\_\_ Addr: \_\_\_\_\_ Phone# \_\_\_\_\_

Bank: \_\_\_\_\_ Addr: \_\_\_\_\_ Checking Acct.# \_\_\_\_\_

\*\*\*IF BUSINESS (Proprietorship  )(Corporation  )(Partnership  )(Non-Profit  )(Religious organization  )

Full Legal Name \_\_\_\_\_ Fed.Tax ID # \_\_\_\_\_

### Owners/Principals:

_____ <small>(Name)</small>	_____ <small>(Address)</small>	_____ <small>(Title)</small>	_____ <small>(Soc Sec #)</small>
_____ <small>(Name)</small>	_____ <small>(Address)</small>	_____ <small>(Title)</small>	_____ <small>(Soc Sec #)</small>

### Business Address

\_\_\_\_\_  
(street) (city) (state) (zip)

Business Phone # \_\_\_\_\_ Billing Contact \_\_\_\_\_  
FAX # \_\_\_\_\_ Cell # \_\_\_\_\_

Tax Exempt: Yes \_\_\_ No \_\_\_ (If yes, must provide exempt certificate (s) Tax Exempt # \_\_\_\_\_

Bank: \_\_\_\_\_ Addr: \_\_\_\_\_ Checking Acct.# \_\_\_\_\_

What is the monthly line of credit you are requesting \$ \_\_\_\_\_

### Credit References:

1. Company \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

2. Company \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**TERMS: PAYMENT IN FULL 10TH OF THE MONTH AFTER RECEIPT OF MERCHANDISE.** All Major Credit Cards are the only installment plans offered. PAST DUE ACCOUNTS ARE SUBJECT TO A 2 % LATE CHARGE PER MONTH, (AN ANNUAL PERCENTAGE OF 24%) MINIMUM LATE CHARGE IS \$5.00. Accounts not paid according to the terms may be placed on credit hold, no charges allowed. Any charges to the account constitute a grant to seller of a security interest in the purchased items until full payment is received. Jay-K reserves the right to revoke credit at any time. TERMS must be adhered to regardless of your payment status with your customer. The undersigned agrees to make payment for all invoices whether said invoices are signed or unsigned. In the event this account is placed in the hands of a collection agency or attorney, or proceedings are instituted to collect a debt for the materials and /or supplies, provided the purchaser, the applicant shall pay an amount equal to thirty (30) percent of the unpaid balance as a collection fee, which amount applicant agrees is reasonable. Applicant also agrees to pay all costs and attorney's fees for liens filed by Jay-K Lumber Corp. when any portion of applicant's account becomes past due.

**Read and Sign the Back**

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The Debtor herein, in consideration of the mutual promises and delivery of credit hereby consents to jurisdiction and venue in the County of Oneida, City of Utica Court and waives any objection to jurisdiction in said courts, together with waiver to right to trial by jury. The applicant certifies that he or she has authority to sign and that all of the information contained herein is true and correct in all respects and that your Account will be used only for personal, family or household purposes. This application will be Jay-K property whether or not credit is granted. The undersigned authorize any credit investigation needed for action on this credit application and hereby indemnify the above Company and Trade Credit Corporation, from any liability resulting from their credit survey. It is also acknowledged and agreed that accounts receivable information may be reported by the company to various consumer and commercial credit agencies. The applicant agrees to pay the amount due, according to the terms.

Signed X \_\_\_\_\_ Signed X \_\_\_\_\_ Date \_\_\_\_\_

**If Business: (Sign Guarantee)**

Any person signing this application on behalf of a Business represents (1) that the buyer is a valid Business entity, (2) that purchases made hereunder will be for other than personal, family, household or agricultural use and, (3) that the signer, both individually and /or as a corporate officer has been authorized to execute and sign this application and agreement on its behalf, and statements contained herein are true. The applicant will notify Jay-K Independent Lumber Corp. of any material adverse changes in his/her financial circumstances. The applicant understands that any credit extended to applicant is strictly commercial and does not arise out of a consumer credit transaction and therefore is not governed by applicable federal or state consumer credit regulations. The applicant agrees to pay the amount due, according to the terms.

**Business Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Title** \_\_\_\_\_ **By:** \_\_\_\_\_ **Title** \_\_\_\_\_  
**SIGNATURE MUST BE THAT OF A PRINCIPAL(S)**

**GUARANTEE**

In consideration of any extension of credit whether heretofore or hereafter made by Jay-K Independent Lumber Corp., 8448 Seneca Turnpike, New Hartford, New York.

To: \_\_\_\_\_  
(hereafter referred to as "the Customer"), and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and hereafter, to become due from the Customer, including without limiting the generality of the foregoing, legal and other cost of attempts to collect said sums from Customer and the undersigned, and lawful interest on said sum. The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on Customer's account. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer, as well as rights of set-off, redemption and counterclaim which may be alleged to exist in favor of Customer.

This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect until 14 days after withdrawal in writing sent by registered mail, return receipt requested and received at the above address and effect with respect to all sums of money that are due and that become due from Customer as a result of transactions through and including the date 14 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees of enforcing this agreement contained herein both against the customer and the undersigned. This agreement and contract shall be interpreted under the Laws of the State of New York.

Witness my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

PLEASE NO TITLES WHEN SIGNING

\_\_\_\_\_  
(individually)

\_\_\_\_\_  
(individually)

SIGNED IN THE PRESENCE OF: \_\_\_\_\_ NOTARY PUBLIC