

# WILSON LUMBER

ESTABLISHED 1949

4818 Meridian Street Huntsville, Alabama 35811

Salesperson: \_\_\_\_\_

Tel: 256-852-7411

Fax 256-851-9904

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

*Note: If Application is faxed, original signed copy is to be mailed*

## APPLICATION FOR CREDIT ACCOUNT- PERSONAL

Application Name in Full: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant Employer: \_\_\_\_\_ Position: \_\_\_\_\_ Length service: \_\_\_\_\_ yrs

Social Security # \_\_\_\_\_ Birth Date: \_\_\_\_\_

E-Mail Address \_\_\_\_\_ E-mail Inv Daily \_\_\_\_\_ E-mail Statement \_\_\_\_\_

Co-Applicant Name in Full: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant Employer: \_\_\_\_\_ Position: \_\_\_\_\_ Length service: \_\_\_\_\_ yrs

Social Security # \_\_\_\_\_ Birth Date: \_\_\_\_\_

Method of Financing for Project: \_\_\_\_\_

Name of Mortgage Co. \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Interim Financing \_\_\_ Yes \_\_\_ No Amount: \$ \_\_\_\_\_

Lawyer: \_\_\_\_\_ Mailing address \_\_\_\_\_

Lot & Block # and Legal Description \_\_\_\_\_

Name or Names on Deed to Lot: \_\_\_\_\_

Name of Person to Contact Re Wilson Lumber Account: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of Authorized Purchaser: \_\_\_\_\_ Contact #: \_\_\_\_\_

Name of Authorized Purchaser: \_\_\_\_\_ Contact #: \_\_\_\_\_

Will Purchase Orders be Used \_\_\_ YES \_\_\_ NO Credit Limit Requesting: \$ \_\_\_\_\_

### **Credit References:**

1. Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Comments: \_\_\_\_\_

Credit Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

**Wilson Lumber Company, Inc.**  
**Consumer Account Guaranty Agreement**

**This is NOT a revolving charge account. Payment in full is required on the 10<sup>th</sup> of each month.**

**Please read ALL the terms and conditions below before you sign this contract.**

1. **Accuracy of application/Guaranty:** In consideration of Wilson Lumber Company, Inc., opening this account, I and/or we certify the truthfulness and veracity of the statement appearing on the Application Agreement, and I and/or we guaranty and bind ourselves to the faithful payment of all monies owing, now or in the future, by me, us, or either of us, or any other person, firm or corporation for our benefit.
2. **Attorney's Fees:** If you are in default and we have to refer your account to an attorney who is not our salaried employee, to sue or take other steps to collect or secure funds owed on this account, you and your guarantors agree to pay reasonable attorney's fees incurred.
3. **Job Site Deliveries:** Purchase and/or deliveries are herewith authorized to be made without signature evidencing receipt upon job site.
4. **Credit Terms:** Purchase of goods will indicate the acceptance of Wilson Lumber Company, Inc.'s credit terms. Wilson Lumber Company, Inc.'s regular billing date is the last day of the month. **Our terms are net 10<sup>th</sup>, all balances are due and payable in full each month on or before the 10<sup>th</sup>. Your account will be in default and subject to the accrual of 1.5% interest per month (an annual rate of 18%) if not paid by the 10<sup>th</sup>. This charge will be assessed to your account on or about the 15<sup>th</sup> of each month. This account is NOT a revolving charge account. It must be paid in full each month.** If your account should become delinquent, it will be placed on credit hold, without prior notice.
5. **Returned items:** All stock items purchased from us, if returned in original condition within 30 days of purchase, will be credited to your account less a 18% restocking charge. Alabama sales tax will not be refunded, in accordance with Alabama State Tax Law. Special ordered items are NOT returnable and credit will not be issued for these items. Wilson Lumber Company, Inc., is not responsible for items returned to and left on our yard without a sales receipt.
6. **Billing errors:** Any error or question concerning your bill should be reported to us immediately for corrective action. Please contact the Accounts Receivable department at 256-852-7411 or Wilson Lumber Company, Inc. 4818 Meridian Street Huntsville, Al 35811.
7. **Security Interest:** Seller is authorized to investigate applicant(s) credit history, and report to proper persons and Bureaus, buyer's performance of this agreement. In the event of any breach of the terms of this agreement, Wilson Lumber Company, Inc., or it's designated representatives may repossess any materials purchased by the undersigned or any entity they represent, it being expressly understood by the undersigned that the debtor and your guarantors grant Wilson Lumber Company, Inc., a security interest in such goods until and unless the account is paid in full, including (without limitation), attorney's fees, interest charges, and expenses of collection and/or litigation.
8. **Governing Law:** You agree that this agreement will be interpreted under and Governed by Alabama Law.
9. **Entire Agreement:** You agree that this written agreement plus any other documents that you have signed when you signed this agreement contain the entire agreement between you and us. We have not made any promises or representations to you that are not stated in this agreement or those other documents.
10. **Unenforceable provisions:** If any section of this agreement is not enforceable, that will not affect the validity of any other section. However, if the enactment or expiration of any applicable laws has the effect of rendering any provision of this agreement unenforceable according to its terms, at our option, we may choose to declare any outstanding balance due at once.
11. **Successors and Assigns; Amendments:** this agreement shall bind your heirs, successors and assigns, but you may not assign or transfer your obligation under this agreement without our written consent. No amendment or modification of any provision of this agreement shall be effective unless in writing, signed by both you and us.

**READ THIS CONTRACT THOROUGHLY BEFORE YOU SIGN IT**

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

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Printed Name