

# OSBORNE LUMBER COMPANY, INC.

8100 Enterprise Drive  
PO Box 1740  
Newark, CA 94560  
(510) 793-3837 FAX (510) 793-7265  
sales@osbornelumber.com

## APPLICANT CREDIT INFORMATION

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

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Own or Rent? \_\_\_\_\_ Business Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cont. Lic. #: \_\_\_\_\_ Email: \_\_\_\_\_

Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

### Partners or Officers:

Name	Title	Home Address, City, Zip	Social Security #
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\_\_\_\_\_

\_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

Commercial Account #: \_\_\_\_\_ Other Account #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Amount of Credit Requested: \$ \_\_\_\_\_

## ACTIVE CREDIT REFERENCES

Name	Address	Phone Number
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1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## APPLICANT'S CREDIT AGREEMENT

Terms: Net 30

I/We ("Applicant") certify that everything on my/our Credit Application Information form and other information presented to Osborne Lumber Company, Inc. ("Osborne"), are true, accurate and complete in every respect, to the best of my/our knowledge. I/We hereby authorize Osborne to obtain a credit report and verify all credit and financial information provided or as otherwise obtained. I/We agree to pay for all material, delivery and other charges as invoiced by Osborne. It is agreed that should any payments not be paid when due, or should the undersigned discontinue the business now conducted by the undersigned, or

should any summons, writ, or process of the court be at any time hereafter issued in any action or proceeding wherein the undersigned may be defendant, the entire amount principal and interest shall immediately become due and payable. It is also agreed that in the event of commencement of suit to enforce payment, I/We agree to pay such additional sums as attorney fees and costs as the court may adjudge reasonable, including but not limited to, those on an appeal or enforcement of judgment. Protest, demand, notice and presentation are hereby expressly waived.

A finance charge of 1-1/2% per month, which is an Annual Percentage Rate of 18% per annum, will be charged on amounts that have not been paid 30 days after the invoice has been sent to Applicant. Orders received from an open account that is past due may, at Osborne's discretion, be shipped C.O.D. (Cash on Delivery), and not on credit.

Applicant shall provide seller, upon request, complete job information on all orders for the purpose of preparation and service of Preliminary 20-day Notice under applicable Mechanic's Lien Laws.

I/We hereby authorize the following persons or companies to purchase material from Osborne, for the indicated job site, which shall be charged to my account, and paid by me:

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

Job Site: \_\_\_\_\_

I understand and agree to abide by these terms.

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

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

**PERSONAL CONTINING GUARANTEE FOR REPAYMENT OF DEBT**

The undersigned Guarantor(s) hereby, jointly and severally, if more than one, personally guarantees the prompt payment for all sales made by Osborne Lumber Company, Inc. ("Osborne"), to the above described Applicant, as well as interest, cost of collection, and attorney's fees. The undersigned understands that this guarantee is unconditional, continuing and on-going, and that Osborne shall be required to do any of the following (although Osborne may do so, in whole or in part at its sole option), the performance of which are hereby unconditionally waived by Guarantor:

- (a) Take any steps whatsoever to make demand upon or collect from Applicant or to file any claim of any kind of against Applicant; or
- (b) Take any steps whatsoever to accept, protect Osborne's interest in, foreclose upon or realize on collateral security, if any, for the payment of the indebtedness, or any other guaranty of the indebtedness; or
- (c) In any other respect, exercise any diligence whatsoever in collection or attempting to collect the indebtedness by any means.

Guarantor agrees that none of the following acts, omissions, or occurrences shall diminish or impair the liability of Guarantor in any respect, any or all of which acts, omissions, or occurrences may be done without notice of any kind to Guarantor:

- (a) Any extension, modification, alteration, indulgence, compromise, settlement, variation, waiver, renewal, release, relinquishment, or other change in the terms of the indebtedness;
- (b) A discharge, disaffirmance, or release of any obligations of the Applicant or any other persons now or hereafter liable on the indebtedness, by reason of bankruptcy or insolvency laws or otherwise;
- (c) The acceptance, creation or release by Osborne of any collateral security, including but not limited to a mechanic's lien or stop notice, or other guaranty or any settlement, compromise or extension with respect to any collateral security or other guaranty or other Guarantor hereunder;
- (d) The application or allocation by Osborne of payments, collections or credits on the indebtedness or any other obligations of the Applicant to Osborne;
- (e) The creation of any new indebtedness by Applicant;
- (f) The making of demand or absence or demand for payment of the indebtedness or giving or failing to give any notice of dishonor or protest or any other notice whatsoever;
- (g) The death of any Applicant or Guarantor, as to the obligations of such Applicant's or Guarantor's estate under the guaranty or of any other Guarantor hereunder, or any indebtedness of Applicant;
- (h) The validity, legality or enforceability of the indebtedness or this guaranty;

The undersigned agrees that if an action is commenced to enforce or interpret this Guaranty, the prevailing party shall be entitled to receive reasonable attorney's fees and costs, including but not limited to, those on an appeal or enforcement of a judgment.

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

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

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