



# APPLICATION FOR CREDIT and AGREEMENT TO CREDIT TERMS

APPLICANT \_\_\_\_\_ TRADE NAME \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ Accounting Phone No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

email: \_\_\_\_\_ Accounting email: \_\_\_\_\_

CONTRACTORS LICENSE # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Salesman \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED?  Yes  No

**\*\*See Page 3 to list your Authorized Buyers\*\***

Notwithstanding this document, if any signed invoice(s) is/are not disputed after 10 days, the signer of the invoice(s) will be considered an additional authorized buyer.

**IF APPLICANT IS OTHER THAN AN INDIVIDUAL:**

Is your firm a:  Corporation  Limited Partnership  General Partnership  LLC  Property Management

If a corporation, in which state \_\_\_\_\_ Tax I.D. # \_\_\_\_\_ Resale # \_\_\_\_\_  
(please attach or fax a copy of resale card)

Years in business under present ownership? \_\_\_\_\_ Type of Business: \_\_\_\_\_

**NAMES, HOME ADDRESSES AND HOME PHONE NUMBERS OF OWNERS / OFFICERS / GENERAL PARTNERS:**

1) \_\_\_\_\_

2) \_\_\_\_\_

Has the applicant, or any of its principles, if applicant is not an individual, filed any form of bankruptcy in the last seven years?

**TRADE REFERENCES**

1) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

2) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

3) \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

**BANK REFERENCES**

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_ Phone \_\_\_\_\_

Account Name \_\_\_\_\_ Account # \_\_\_\_\_

---

---

## GENERAL TERMS

APPLICANT authorizes WCI to investigate APPLICANT's credit history, bank references and any other information necessary to extend credit and to obtain a consumer credit report, pursuant to California Civil Code Section 1785.11 on APPLICANT at this time and at any time in the future for the extension of credit to or for review or collection of APPLICANT's account.

APPLICANT understands that no credit shall be extended to APPLICANT unless and until a written confirmation letter signed by an authorized representative of WCI is delivered by WCI to APPLICANT, which shall be deemed to be a part of this agreement. The effective date of this agreement shall be the date of its acceptance and signing by an authorized representative of WCI. This agreement shall continue in effect until rescinded in writing by a party hereto on thirty day's notice or immediately by default.

Notwithstanding anything in the Application, or the confirmation of terms delivered by WCI, WCI may modify or terminate its provision of credit to APPLICANT at any time in its sole discretion.

Acceptance by WCI of any purchase order or other form of an offer to purchase is expressly conditioned upon the terms and conditions contained herein and the confirmation letter delivered by WCI. Any additional or different terms and conditions set forth in APPLICANT's purchase order or similar communication are objected to and are not accepted by WCI unless expressly stated to be accepted in writing signed by an officer of WCI. APPLICANT agrees that any and all printed terms and/or conditions stated on WCI'S invoice(s) are incorporated into and made a part of this agreement.

APPLICANT agrees to pay for all wholesale purchases no later than the tenth day following delivery, a 1% discount may be taken for prompt payment. APPLICANT agrees to pay for all retail purchases no later than the tenth day of the first month following delivery. All past due accounts will be assessed a finance charge of 1.5% per month of any balance outstanding more than 30 days, compounded monthly. The minimum charge is \$1.00. If APPLICANT's check is returned by APPLICANT's bank unpaid for any reason, APPLICANT agrees to pay a service charge of \$25.00. APPLICANT agrees to notify WCI of any error in billing immediately, earned discounts not taken by APPLICANT within sixty days are waived.

Purchases and/or deliveries are herewith authorized to be made without signatures. APPLICANT authorizes WCI to make deliveries to locations designated by APPLICANT whether or not any representative of APPLICANT is present at the time of delivery. Delivery dates are not guaranteed unless expressly stated to be guaranteed in writing, signed by an officer of WCI. APPLICANT is solely responsible for adequate access to delivery location and assumes liability for damage to property or equipment when trucks are required to leave highways or accepted streets.

APPLICANT shall indemnify, defend, and hold harmless WCI from and against any and all claims, losses, damages, costs, expenses (including attorneys' and expert witness fees), demands, suits, injuries and liabilities arising from the death or injury of any person or from damage to or destruction of any property, relating directly or indirectly to (i) the use or installation of purchases and deliveries by APPLICANT and/or APPLICANT's agents, subcontractors, sub-subcontractors, employees or servants, and (ii) the negligence or willful misconduct of such parties.

All risk of loss, damage and other incidents of title and ownership shall pass to APPLICANT upon delivery to APPLICANT, his agent, employee or carrier at WCI's shipping point and such delivery shall constitute delivery to APPLICANT. All orders shall be subject to delays or failure in delivery caused by acts of God, war, demands or requests of governmental authority, national defense, civil commotion, strikes, lockouts, labor trouble, weather, fire, flood, accident, failure in production or production equipment, inability to secure merchandise, inability to obtain fuel, power, or raw materials, delays caused by manufacture shortage, inability to supply for any reason, or other causes beyond the reasonable control of the WCI, for which WCI shall not be responsible.

WCI WARRANTS, EXCEPT AS OTHERWISE SET FORTH HEREIN, THAT THE PRODUCTS SOLD BY IT CONFORM TO THE DESCRIPTIONS ON THE RESPECTIVE WCI INVOICES OR OTHER DOCUMENTS THEREFORE AND ARE FREE FROM DEFECTS CAUSED BY WCI OR WCI'S HANDLING OF PRE-MANUFACTURED PRODUCTS AT THE TIME OF SHIPMENT. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. WCI'S SOLE LIABILITY AND OBLIGATION UNDER THE TERMS OF THIS WARRANTY OR OTHERWISE SHALL BE, AT WCI'S OPTION, TO REPLACE OR REPAIR ANY DEFECTIVE PRODUCTS OR TO REFUND THE PURCHASE PRICE OF SUCH DEFECTIVE PRODUCTS. THERE SHALL BE NO RECOVERY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFIT, DELAYS, LABOR OR HANDLING CHARGES OR ANY OTHER CHARGES OR BACK CHARGES CHARGED TO OR INCURRED BY APPLICANT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND/OR WCI'S SALES DOCUMENTS.

Lumber is produced and billed at historic nominal sizes. Due to minor variations in the manufacturing process the material shipped may vary slightly from the nominal size described. Nominal sizes shall conform to generally accepted dimensions and other customary practices in the lumber industry.

Prior authorization must be obtained from WCI prior to any products being returned by APPLICANT. APPLICANT agrees, at WCI'S option, to pay a 15% restocking fee on all returned merchandise. Special orders may not be canceled. Special order merchandise is not subject to return unless agreed to in writing by WCI prior to return. The cost of return transportation shall be paid by APPLICANT.

APPLICANT agrees to provide, upon request, all information necessary for the completion of a California 20-Day Preliminary Notice as to any project to which WCI is providing building materials. APPLICANT agrees, if required, to execute a joint check agreement with any owner or general contractor as to any project to which WCI is providing building materials.

APPLICANT understands and agrees that WCI is extending credit in reliance on the information provided by APPLICANT on its credit application. APPLICANT agrees to provide written notice to WCI of any change in APPLICANT's ownership or form of organization, for example, from a partnership or sole proprietor to corporation, and any changes in the information provided in the credit application. APPLICANT understands and agrees that in the event that APPLICANT should fail to give such notice, APPLICANT in its present form of organization, and its present owners, shall remain fully responsible for all charges in addition to any liability to which the new business organization or owners may be subject.

In any action for the collection of payment for goods furnished under this Agreement, the prevailing party shall be entitled to receive from the other parties hereto named in such action reasonable attorneys' fees and costs actually incurred. Attorney's fees shall not be regulated by any court schedule but shall be based on actual fees charged. Neither the acceptance of any partial or delinquent payment by WCI nor WCI's failure to exercise any rights or remedies on default or APPLICANT shall be a waiver of the default, a modification of this agreement or of APPLICANT's obligations under this agreement, or a waiver of any subsequent default.

This agreement is binding on the executors, administrators, heirs, personal representatives, successors, donees and assigns of all parties hereto.

This document contains all the provisions of the agreement of the parties hereto relating to the provision of credit to APPLICANT by WCI, and no promise, agreement or representation not contained herein shall be binding on any party.

This agreement shall be construed and enforced pursuant to the laws of the State of California. Venue for all actions at law arising under this agreement shall be in the courts of the County of San Luis Obispo, State of California unless otherwise required by law.

**Date** \_\_\_\_\_

\_\_\_\_\_  
**APPLICANT 1 (Signature)**

\_\_\_\_\_  
**APPLICANT 2 (Signature)**

\_\_\_\_\_  
**APPLICANT 1 (Print)**

\_\_\_\_\_  
**APPLICANT 2 (Print)**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**California Driver's License Number**

\_\_\_\_\_  
**California Driver's License Number**

---

---

**PERSONAL GUARANTEE**

The signatures below constitute a continuing personal guarantee and the individual(s) signing below (individually and collectively ("Guarantor")) shall be responsible for all charges made by APPLICANT and any other person or business which purchases materials on APPLICANT'S account. Guarantor agrees that it is jointly and severally liable for any default hereunder.

WCI may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against APPLICANT or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives (a) notice of acceptance of this Guaranty or any other notice (including notices of adverse change in the financial status of APPLICANT or any other facts that increase the risk to Guarantor), (b) demand of payment, performance, presentation and/or protest of any kind, (c) all right to assert or plead any statute of limitations as to or relating to this Guaranty and the provision of credit to APPLICANT, (d) any right to require WCI to proceed against APPLICANT or any other guarantor or any other person or entity liable to WCI, (e) any right to require WCI to proceed under any other remedy WCI may have before proceeding against Guarantor, and (f) and any and all surety or other defenses in the nature thereof. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of sections 2809, 2810, 2819, 2845, 2849, and 2850 of the California Civil Code or any similar or analogous statutes of California (or any other jurisdiction) now or hereafter existing.

In the event of any litigation between Guarantor and WCI with respect to the subject matter hereof, the unsuccessful party to such litigation agrees to pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' and expert witness' fees and expenses.

If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of the undersigned: WCI shall have the right to join one or more Guarantors in any proceeding or to proceed against them in any order. WCI may release, substitute, or add any guarantor without affecting any Guarantor's liability hereunder.

\_\_\_\_\_  
GUARANTOR 1 (Signature)

\_\_\_\_\_  
GUARANTOR 2 (Signature)

\_\_\_\_\_  
GUARANTOR 1 (Printed Name)

\_\_\_\_\_  
GUARANTOR 2 (Printed Name)

Credit Department: Fax Number (805) 434-9051 Email [creditapp@weyrick.com](mailto:creditapp@weyrick.com)

**All Authorized Purchasers must be listed below, or they will not be able to make purchases on your account.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

TERMS AND CONDITIONS OF SALE

1. All sales subject to approval by Credit Manager at date of delivery.
2. Seller delivers to curb only. Trucks cross curbs and sidewalks at Buyer's risk. Delivery to common carrier at point of origin shall constitute delivery to Buyer, and therefore the shipment shall be at Buyer's risk. Buyer must file all claims for loss or damages in transit against carrier.
3. Items not listed in this quotation, if furnished by Seller, will be charged at Seller's prices in effect at the time of delivery of such items.
4. Buyer shall accept delivery hereunder commencing within 30 days from date and to be completed within 60 days after, unless Seller extends such time in writing. If no material is delivered to job within 30 days after acceptance, this quotation is subject to cancellation by the Seller. Deliveries shall be distributed reasonably evenly between the commencement and completion thereof. Any delay at Buyer's request may at Seller's option reduce proportionately (as period of delay bears to the entire period allowed for deliveries) the quantity, which Seller is obligated to deliver.
5. This document constitutes the entire agreement between the parties and no statement or representations, verbal or in writing, other than herein set forth, are part hereof, except where the parties hereto execute a lumber and material contract wherein the specific quotation set forth on to reverse side hereof is referred to and used and made a part of said lumber and material contract. Seller shall not be bound by any representation, promise or inducement not herein set forth, in that lumber and material contract. No employee or agent of Seller, other than an officer or yard manager, in writing can change or waive the terms and conditions hereof and custom, known or not, shall not waiver or change the same.
6. Seller will at Seller's expense supply materials as specified in exchange for defective merchandise or merchandise which does not conform to specifications herein, if any, but its liability does not extend beyond this. Seller shall not be responsible for consequential damage, and disclaims all express or implied warranties unless specifically set forth herein in writing.
7. If performance by the Seller or any of the provisions of any quotation, order, or contract, shall be delayed, prevented, or made impracticable, because of Acts of God, or government, war, riot, labor trouble, fire, flood, accident, delay of carrier, inability to procure merchandise from our usual normal sources of supply, or transportation, or by any cause beyond the control of the Seller, whether similar or dissimilar to the foregoing, the Seller shall not be liable for any loss or damage or delay occasioned thereby, and in the event Seller, or any such reason, is unable to make delivery at the time delivery to be made, Seller, at its option shall be released from any further obligation hereunder.
8. Any and all claims by the Buyer arising with respect to errors in quantity must be made at time of delivery of the merchandise hereunder. Failure to present any such claim at such time shall constitute a waiver of such claim, and Seller shall not be liable therefore.
9. Stock items in good saleable condition may be returned and will be credited according to grade after deducting sales tax, expense of reloading and cartage, if applicable, and a twenty-five percent yard handling charge. No credit can be allowed for special or detailed millwork. Seller will not be liable for materials stolen, damaged or weathered due to any delay in making a pick up of material to be returned for credit.
10. Terms of Sale: Accounts are due and payable upon presentation of invoice. A 1 1/2% per month (annual percentage rate: 18%) late payment charge will be made on any balance past due at the end of each month. Prices quoted are based on payment by check or cash only. Payments by credit card will be charged 2.5%.

Buyer shall pay collection costs of overdue accounts, including reasonable attorney's fees, if any.