

CAUSEWAY LUMBER CO. INC.

2601 S ANDREWS AVE., P.O. BOX 21088, FORT LAUDERDALE, FLORIDA 33335 TEL. (954) 763-1224 FAX (954) 768-5921

PLEASE FILL IN FRONT AND BACK COMPLETELY

NAME _____ DATE _____
 PRESENT ADDRESS _____ PHONE _____
 CITY _____ STATE _____ ZIP CODE _____
 SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____
 EXPLAIN OTHER _____
 NATURE OF BUSINESS _____ WHEN STARTED _____
 PREVIOUS BUSINESS WITHIN LAST SEVEN (7) YEARS _____
 GENERAL CONTRACTOR LICENSE # _____

	OFFICERS OR PRINCIPALS	ADDRESS	PHONE
PRESIDENT	_____	_____	_____
VICE-PRESIDENT	_____	_____	_____
SECRETARY	_____	_____	_____
TREASURER	_____	_____	_____

IF SOLE PROPRIETORSHIP, EMPLOYER _____
 ADDRESS _____ POSITION HELD _____ HOW LONG _____
 SPOUSES EMPLOYER _____ ADDRESS _____
 POSITION HELD _____ HOW LONG _____

TERMS AND CONDITIONS OF SALE

- 1) Terms of sale are net 30 days.
- 2) Buyer agrees that full and partial waivers and releases of lien required to be executed by CLC in exchange for, or to induce payment of a progress payment or final payment, shall be acceptable for all purposes if they are substantially similar to the form provided in Fla. Stat. Sec. 7.13.20.
- 3) Causeway Lumber Company Inc. hereinafter referred to as CLC is a member of Lumbermens Credit Association of Broward County, Inc. Past due accounts are reported to credit associations.
- 4) If accounts remain unpaid 30 days after the billing date, the buyer agrees to pay late payment charges of 1.5% percent per month (18 percent annually).
- 5) If it becomes necessary to effect collection, I/we agree to pay all costs of collection including reasonable court costs and attorney fees. CLC may at its option, elect venue for all legal purposes in Broward County, Florida.
- 6) Buyer acknowledges that CLC hereto demands designation of account and item (as provided by Fla. Stat. Sec. 713.14) at such time as any payment is made for materials purchased from CLC. Buyer hereby agrees to authorize CLC to apply all payments on this account at CLC's discretion unless otherwise directed by the Buyer in writing at time of payment. The Buyer agrees that the detachable portion of the monthly statement constitutes the required written demand for designation as prescribed by Florida Statute.
- 7) In consideration of CLC extending credit, the above named applicant agrees to pay any and all sales, purchases, or charges made on this account pursuant to the terms and conditions of sale herein set forth.
- 8) I/We agree to guarantee payment when due, on all charges or purchases made by any firm or individual against this account, whether charged by themselves, their agents, employee(s), apparent agent(s), or any person who purports to act on my/our behalf.
- 9) CLC shall not be bound by any retainage agreement or pay when paid clause condition or provision between the buyer and any other party.
- 10) CLC shall not be bound by any term(s) or condition(s) of sales as stated on Buyer's purchase order unless the purchase order or subcontractor agreement is signed by CLC's Credit Manager, C.F.O. or President.
- 11) All claims for damages, errors or shortages must be made by the Buyer in writing within a period of two business days after the goods are delivered. The claim must be verified and authorized by CLC's representative. Failure to make such claim within the stated period shall constitute irrevocable acceptance of the goods and an admission that CLC has fully complied with the terms and conditions and specifications of this agreement.
- 12) Materials returned for credit for reasons other than material defect will be subject to a 20% handling charge. Special order/non stock items ordered by Buyer are not returnable for credit. Materials warehoused for more than 30 days are subject to a warehousing charge of 1% per month.
- 13) Any changes in information contained in this application must be made in writing and mailed to CLC at the above address by certified mail.

APPLICANT SIGN HERE (Must be notarized on back of application or witnessed by CLC agent)

By: 1) _____ 2) _____ 3) _____
 Signature & Title (must be signed by an officer) Signature & Title (must be signed by an officer) Signature & Title (must be signed by an officer)

 Print Name Print Name Print Name

 Address Address Address

In consideration of CLC extending credit, I/we jointly, severally, individually and unconditionally guarantee payment when due, of any and all present or future indebtedness owed to CLC by the above named firm or individual applicant and agree to pay such indebtedness until such time as guarantee is revoked in writing by certified mail. The undersigned also agrees to be bound by the terms & conditions of sale as set forth above.

Guarantors:

1) _____ 2) _____ 3) _____
 Signature (without title) Signature (without title) Signature (without title)

 Print Name Print Name Print Name

 Address Address Address

 Social Security No. Social Security No. Social Security No.

(over)

_____ State
 _____ County

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____ who is personally known to me or who has produced _____ as identification and who DID/DID NOT take an oath.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____ 20_____.

(Notarial Seal)
 My Commission Expires:

 Notary Public, State of Florida

 Printed Name of Notary

DESCRIPTION OF PROPERTY WHERE INITIAL MATERIAL PURCHASE IS TO BE USED (ACCOUNT NOT LIMITED TO THIS JOB, UNLESS SO INDICATED):

JOB STREET ADDRESS _____ CITY _____ BLDG. TYPE _____
 LOT NUMBER _____ BLOCK NUMBER _____ SUBDIVISION _____
 TITLEHOLDER'S NAME _____ ADDRESS _____
 CONSTRUCTION FINANCING WITH _____ BRANCH _____ OFFICER _____
 NOTICE OF COMMENCEMENT # _____ DATE FILED _____
 GENERAL CONTRACTOR _____ ADDRESS _____

BANK REFERENCES	ACCOUNT NUMBER	TYPE OF ACCOUNT	BRANCH AND CONTACT PERSON

CREDIT REFERENCES		DATE OPEN	HIGH CREDIT	LAST SALE	CURRENT BALANCE	TERMS SALE	PAY REC
NAME of firm on line 1	ADDRESS and Phone # of firm on line 2						
1							
2							
1							
2							
1							
2							
1							
2							
1							
2							

DO YOU NEED YOUR JOBS SEPARATED? _____
 DO YOU REQUIRE PURCHASE ORDERS? _____
 IF YES, WRITTEN _____ VERBAL? _____

FOR COMPANY USE ONLY
 APPROVED BY _____
 DATE _____