



Office: 518-885-5311

885 Route 67, Ballston Spa, New York, 12020

Email: credit2@curtislumber.com

ALL APPLICABLE INFORMATION MUST BE INCLUDED OR APPLICATION CANNOT BE CONSIDERED

check one New Account Credit Increase Update

Business Account Homeowner New Construction Personal Charitable Government

Branch Location: _____ Salesperson's Name: _____ Salesperson's #: _____

BUSINESS INFORMATION

Full Legal Name of Business _____ Today's Date _____

Business Mailing Address _____ Years Doing Business Under This Name _____

City _____ State _____ Zip _____ Phone () _____ Cell () _____

Tax Exempt Yes No If yes, please Provide Completed Form Fax () _____ E-Mail Address _____

Send Invoices To (If different than listed above) _____

Are You? Please Check One: Sole Proprietorship Partnership Corp. LLC/LLP Other

Company Website _____ Tax Exempt _____

Doing Business As _____ Date Filed _____

Federal Tax Identification Number (FEIN) _____ Type of Business _____

Date and State Incorporated: _____

Attorney's Name and Address _____

Accountant's Name and Address _____

Notification of any and all changes to the information on this document must be received by Curtis Lumber Co. in writing and be signed by the account holder or officer of the company.

OFFICER / OWNER INFORMATION (for business applicants) OR INDIVIDUAL / JOINT INFORMATION (for consumer and new home construction applicants)

Applicant's Full Legal Name _____

Home Address _____ City _____ State _____ Zip _____

Social Security _____ Date of Birth _____ Home Phone _____ Cell _____

Former/Present Affiliated Companies _____

How Related _____ Pending Litigation _____

Co-Applicant Name _____

Address _____ City _____ State _____ Zip _____

Social Security _____ Date of Birth _____ Home Phone _____ Cell _____

Former/Present Affiliated Companies _____

How Related _____ Pending Litigation _____

Others may be listed on the back of this page

Initial Maximum Credit Amount Being Applied For: _____

Approximate Annual Income _____ Other Information _____

Mortgage Holder/Landlord Name _____ Monthly Mtg./Rent Payment _____

Mortgage Holder/Landlord Address _____ Acct. No. _____

On Property located At _____

Please note that the undersigned agrees to allow Curtis Lumber Co. (hereinafter "Curtis" or "we") to gather any available information we deem appropriate in order to investigate the creditworthiness and/or in the collections of an account.

BANK AND TRADE INFORMATION (businesses may provide their own pre-prepared info sheets)

Bank Name (Checking) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

Bank Name (Savings) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

Other Firms Which Are Your Primary Suppliers on Open Credit

Creditor's Name	Address	Phone
1. _____	_____	() _____
2. _____	_____	() _____
3. _____	_____	() _____
4. _____	_____	() _____

Are there any judgments or any legal proceedings pending or threatened? Yes No

Explain _____

Any checks issued within the past six months which were not paid due to insufficient funds for any reason? Yes No

Explain _____

Have you ever done business with Curtis Lumber before? Yes No Which Branch? _____

Under what name _____ Open Credit Cash/Check

Applicant Representations: The undersigned represent that all information provided in or in connection with this Credit Application and Agreement ("Agreement") is true and correct as of the date submitted; that they are responsible for any loss or damage we incur

due to reliance upon any misrepresentation or inaccurate statement made herein; we may verify the all information by contacting any named reference or source or by using a third party such as a credit reporting agency; we may request a credit report on each applicant or co-applicant (including any individual owner or officer of borrower or guarantor); a copy of any report we receive will be furnished upon written request. Without prior notice, we may order subsequent credit reports or contact any source or reference to update, renew or extend the terms of your credit with us. The information contained in this application is solely for the purpose of obtaining or maintaining credit.

(The undersigned hereby knowingly consents to the use of any and all credit reports consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681, et seq.)

Variable credit lines: At our sole discretion, we may make adjustments to your maximum credit limit at any time. Said adjustments will become effectively immediately. If charges issued exceed your maximum credit limit in effect, we may demand that the difference to be paid to us on demand. You shall remain responsible for the total charges issued notwithstanding the fact that you may have exceeded your credit limit.

Guarantee: By executing this agreement, you, the applicant and any co-applicant, both in your individual capacity and as agent(s) of any business entity applicant, as well as any successors, heirs, or assigns thereof, unconditionally and irrevocably guarantee all performance and obligations required hereunder, including payment for past, present and future indebtedness owed to Curtis Lumber Co. Inc. for any products or services obtained therefrom. This guarantee may not be changed, modified, discharged, or terminated orally or absent a properly executed written release agreement by Curtis Lumber Co. Inc. If, in the future, we agree to release any guarantee, you will still be liable for any and all debt owed as of the date of release.

Payment Terms: This Agreement does not create a line of credit. By signing below, the undersigned are requesting that a credit account be opened. In the event that credit has been extended to you, you agree to pay the account balance in full within thirty (30) days of the date of the monthly statement. Any balance left unpaid after thirty (30) days will be considered overdue and the undersigned agrees to pay 1 1/2 % per month service charge on the unpaid balance until paid. A dispute with respect to any invoice or account statement is deemed waived if you do not make said dispute in writing with all supporting documentation and deliver the same to Curtis Lumber Co., Inc., within fifteen (15) days from the date of your receipt of the applicable invoice or account statement.

Events of Default: Failure to pay any monies owed to us by the due date, exceeding the maximum credit limit, declaring bankruptcy or failing to keep any of the promises or representations made to us in this Agreement, shall be deemed events of "default" and shall entitle us to close your account and require immediate payment of any outstanding balance.

Costs; Jurisdiction: The undersigned agree to reimburse us for all costs, including the actual attorney's fees (which at Curtis Lumber Co., Inc.'s sole discretion can be a contingency fee percentage of 1/3 of the amount owed) that we incur in collecting money owed or to enforce or defend rights under the terms of this Agreement. The undersigned agrees that any dispute arising out of this agreement or goods and merchandise ordered or delivered pursuant hereto shall be governed and settled under applicable principles of New York law, under the exclusive jurisdiction of the State of New York Courts and that venue in any such action shall be a court with competent jurisdiction situate in the County of Saratoga.

Notice of Changes: We shall be immediately notified in writing of any change in the financial status of applicant, co-applicant or guarantor and/or of any change in the ownership of a non-personal applicant or guarantor. Failure to notify us of any change in financial status or change in ownership may be deemed by us an event of default hereunder, in our sole discretion.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

The terms and conditions of the credit application take priority over any inconsistent terms contained in other customer-provided documents.

Curtis Lumber Co., Inc. reserves the right to terminate this agreement at any time in the event of default or violation of any provision of this Agreement, or, in the opinion of us, in our sole discretion, the credit of the applicant shall be impaired. At such time, we may CLOSE the account(s) without prior notice and at our sole discretion. Such termination or closure of any account(s) shall not be deemed a breach of this Agreement by us and shall not prejudice any right of ours, including the right to recover damages for breach of this Agreement.

Limitation of Liability: To the fullest extent permitted by applicable law, Curtis Lumber Co., Inc., shall not be liable to you for any consequential, exemplary, punitive, incidental or indirect damages arising from any claim or legal proceeding between us, including, without limitation, lost profits or revenues. The remedy for any claim or suit against Curtis Lumber Co., Inc., will be limited to direct actual damages, which shall not exceed the amount of your single largest invoice during the preceding 12 months. These limitations apply without regard to the cause of any liability or damages. You acknowledge that there are no third party beneficiaries to this agreement.

Indemnification: By purchasing product from Curtis Lumber Co., Inc., you agree to indemnify, defend and hold us, and our shareholders, affiliates, subsidiaries, officers, directors, employees, agents, contractors and representatives harmless from and against

any and all loss, liability, damage and expense, including reasonable attorneys fees, arising out of or in connection with (1) any action or omission you make in violation of this Agreement, (2) any third party claims brought against Curtis Lumber Co., Inc. or any of its affiliates, owners, agents or employees which arise out of, relate to or result from any of your actions or omissions.

Force Majeure: Curtis Lumber Co., Inc., shall not be liable to you for any failure or delay in its performance hereunder due to acts of war, acts of God, earthquake, flood, embargo, riot, epidemic or pandemic, sabotage, labor shortage or dispute, governmental act or failure of the internet or similar acts beyond Curtis Lumber Co., Inc's reasonable control.

No Waiver: The failure of any party to enforce any provisions of this Agreement, will not constitute a waiver of that provision or deprive a party of the right to subsequently insist upon strict adherences to that provision, or any other provision contained therein.

Signature(s) of Guarantor(s) / Personal and Business

Full Company Name _____ Signature _____

Title _____ Date _____

Applicant Signature _____ Print Name _____ Date _____

Co-Applicant Signature _____ Print Name _____ Date _____

Authorized Account Users _____

- For Office Use Only -

Approved _____ Date _____ Limit _____ Acct Class _____ O.R. _____