

CLARK'S HARDWOOD LUMBER CO.

Dependable Service Since 1946.

P. O. Box 7793
Houston, Texas 77270-7793

Phone: (713) 862-6628
Fax: (713) 862-5673

COMMERCIAL CREDIT APPLICATION		BUSINESS OR ORGANIZATION	
Business Name		Type of Business	
Address		How Long in Business	
City	State	Zip	
Phone		Fax	
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Individual <input type="checkbox"/> L.L.C.			
Tax Status: <input type="checkbox"/> Taxable <input type="checkbox"/> Tax-Exempt Tax I.D. # <i>Please attach exemption certificate.</i>			
BANKS			
		<input type="checkbox"/> Checking	<input type="checkbox"/> Loan
		<input type="checkbox"/> Checking	<input type="checkbox"/> Loan
PRINCIPALS IN COMPANY			
Name	Address	Phone	Driver's License/ID
1.			
2.			
CREDIT REFERENCES			
Name	Address	Phone	Fax
1.			
2.			
3.			
4.			

AGREEMENT TERMS:

Applicant agrees that upon extension of credit from Clark's Hardwood Lumber Co., Applicant will pay, in full, each purchase (including mail and telephone orders), applicable sales taxes, delivery charges, finance charges which may accrue, and dishonored check fee of \$30.00 per dishonored check (which fee may be added to the unpaid balance of Applicant's account). Each month, the outstanding total balance ("Balance") must be paid to Clark's Hardwood Lumber Co. by the tenth day of the month ("Payment Due Date Month") following the month the goods are purchased from Clark's Hardwood Lumber Co. Beginning on the first day of the month following the Payment Due Date Month, a finance charge will begin to accrue on any outstanding balance, and such finance charge will continue to accrue until the Balance is paid in full. Applicant hereby agrees to pay a finance charge of 18% per annum on any outstanding Balance not received by Clark's Hardwood Lumber Co. by the last day of the Payment Due Date Month.

Nothing herein shall entitle Clark's Hardwood Lumber Co. to contract for, charge or receive a finance charge in excess of the maximum permitted by applicable law. In the event any finance charge in excess of the maximum permitted by applicable law is contracted for, charged or received by Clark's Hardwood Lumber Co., all such excess finance charge shall either, at the sole option of Clark's Hardwood Lumber Co., be refunded to Applicant (or Guarantor, as the case may be) or credited against the amounts lawfully owing hereunder.

Applicant authorizes Clark's Hardwood Lumber Co. to investigate Applicant's credit history. Clark's Hardwood Lumber Co. has the right to limit or terminate Applicant's credit privileges without prior notice.

If Applicant fails to make each payment by the Payment Due Date, Clark's Hardwood Lumber Co. may, without notice or demand (unless required by applicable law) declare the full account balance due and payable. If this account is referred to an attorney for collection, Applicant agrees to pay reasonable attorney's fees, court costs and disbursements. The acceptance and/or use of Clark's Hardwood Lumber Co. credit to make any purchase constitutes Applicant's acceptance of the terms of this agreement.

CONTINUING GUARANTY OF CREDIT

I understand that the information furnished to Clark's Hardwood Lumber Co. in this application is for the purpose of obtaining credit from Clark's Hardwood Lumber Co., and I warrant and represent that I am authorized, in my capacity, to bind the Applicant accordingly. As an inducement of Clark's Hardwood Lumber Co. to grant credit from time to time to the Applicant, I, the undersigned guarantor, shall pay promptly when due, or upon demand thereafter, without deduction for any claim or offset or counterclaim of the Applicant herein, or any other defense, the full amount of all obligations or indebtedness due to Clark's Hardwood Lumber Co. from the Applicant (including without limitation any accrued 18% per annum finance charges and outstanding balances), together with all expenses of collection and reasonable court costs and attorney's fees incurred by Clark's Hardwood Lumber Co. by reason of the default of the Applicant. This is a continuing guaranty, and shall be revocable only as to transactions entered into by Clark's Hardwood Lumber Co. with Applicant subsequent to the receipt by an officer of Clark's Hardwood Lumber Co. of notice of termination signed by me and sent by registered or certified mail.

Witness

Signature of Guarantor

Date

Printed Name of Guarantor

ALL REFERENCES HEREIN TO CLARK'S HARDWOOD LUMBER CO. SHALL ALSO INCLUDE ITS SUCCESSORS AND ASSIGNS.

DISCLOSURE OF APPLICANT'S RIGHT TO A STATEMENT OF REASONS FOR DENIAL OF CREDIT: THE APPLICANT HAS A RIGHT TO A STATEMENT OF SPECIFIC REASONS FOR ADVERSE ACTION TAKEN ON THIS CREDIT APPLICATION WITHIN THIRTY (30) DAYS. IF THE DISCLOSURE STATEMENT IS REQUESTED WITHIN SIXTY (60) DAYS OF THE ORAL OR WRITTEN NOTIFICATION GIVEN TO YOU OF ANY ADVERSE ACTION TAKEN BY CLARK'S HARDWOOD LUMBER CO. THE DISCLOSURE STATEMENT CAN BE OBTAINED BY WRITTEN REQUEST TO CLARK'S HARDWOOD LUMBER CO., 700 E. 5 1/2 STREET., P. O. BOX 7793, HOUSTON, TEXAS 77270.

THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED 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 WHICH ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS COMPANY IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC, 20580.

Date	Applicant hereby acknowledges receipt of a copy of this Credit Application as of the date shown on this application. Customer's Signature X
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OFFICE USE ONLY	
<input type="checkbox"/> Credit Approved <input type="checkbox"/> Credit Refused	Credit Limit Reason

Remarks:
