

Please Check: Individual Corporation
 Partnership Proprietorship

Date: _____ **CREDIT APPLICATION** Amount Required: _____

Name _____ **SS#:** _____ **Home#:** _____
DOB: _____ **Work#:** _____
Spouse _____ **Cell #:** _____
E-mail: _____

Address _____ **City** _____ **State:** _____ **Zip:** _____ **How Long:** _____

Own or Rent - **Property in the name of:** _____
 Previous Address (establish 5 yrs) _____
 Valid Driver's Lic. _____ **State:** _____ **Are you in the Military?** _____ **Branch:** _____
Employer: _____ **Address:** _____ **Position:** _____
Income (per year): _____ **How Long:** _____ **Previous Employer:** _____

Business

Business/Company Name: _____ **Phone:** _____ **Fax:** _____
Address: _____ **City** _____ **State** _____ **Zip:** _____
Net Worth: _____ **Tax Id:** _____
Principal(s) _____ **Pres.** _____ **V.P.** _____ **Treas.** _____
SS#: _____
Address: _____
City and State: _____

Assets

Primary Residence: _____ **Secondary Residence:** _____
Additional Real Estate Holdings: _____
Mortgage Holder: _____ **Balance of Mortgage:** _____
Mortgage Holder: _____ **Balance of Mortgage:** _____
Cars:

Year	Make	Model	Year	Make	Model

Equipment/Machinery:

Year	Make	Model	VIN#	Value

Checking/Savings Account:

Type of Account	Bank	Account#	Balance:

Construction Site (location material will be delivered)

Address/Lot # _____ **City** _____ **Owner Name:** _____
Address/Lot # _____ **City** _____ **Owner Name:** _____
Construction Loan: Bank Name _____ **Mortgage Officer** _____

Credit References

Type of Debt	Bank or Company	Monthly Payment	Balance

Trade References

Company Name	Relationship	Address	Contact Information

Have you ever filed for bankruptcy? **Yes / No** Have you ever had a lien put on real estate or personal assets? **Yes / No** Have you ever had a lien on business real estate or assets? **Yes / No** Have you ever been a member of an LLC that has been dissolved? **Yes / No** Have you sold/transferred any real estate out of your name within the last five years? **Yes / No** Have you ever been arrested or convicted of a misdemeanor or felony? **Yes / No** If yes, please explain:

Information above is true, and provided for the purpose of obtaining credit. By signing, I authorize L&B to run necessary credit and background checks as well as obtain 3rd party reports in order to provide me with credit.

Signed: _____ Date: _____

OFFICE USE ONLY
 Comments _____

Approved _____
 Date _____
 Letter Sent _____

CREDIT AGREEMENT

The buyer, _____ of the Town of _____, State of _____, hereby agrees to pay for all purchases made from the Lyon & Billard Lumber Co., and/or its subsidiary, the Cheshire Lumber company, in accordance with the following TERMS, POLICIES AND PROCEDURES. Lyon & Billard Co. explicitly conforms to §4a-60 and §4a-60a of the Conn. Gen. Stat. whereas Lyon & Billard Co. will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation.

1. PAYMENT TERMS: The monthly billing cycle runs from the 26th through the 25th of the following month. Payments are due upon the receipt of the billing statement. All deliveries made during this time frame will be billed at the time of delivery and will appear on a monthly statement mailed as soon as possible after the 25th date. It is agreed by the Buyer that upon the failure of the Buyer to make such payment, the whole of the indebtedness shall become due and payable together with interest at the rate of one and one half percent (1½%) per month, eighteen percent (18%) per annum, on all overdue payments and together with all costs of collection, including reasonable attorney’s fees incurred in any action to secure or collect the debt whether or not suit is instituted to enforce collection.

2. PRICING: In an effort to stay competitive and give our customers the fairest pricing, we adjust our pricing in accordance with the wholesale market. The roller coaster price changes of building materials have been well documented. If you start a project at a certain price level and the market goes down, we will decrease your prices, and on the reverse side should the market rise, it will be reflected in your bill. Please note that this only affects framing material and that all windows, doors and trim are billed as quoted. Please contact your salesman or yard manager to discuss any price changes that may have occurred subsequent to your quote.

3. RETURNS AND CREDITS: All stocked material is subject to return credit. There will be no returns on non-stocked items. There is a NO RETURN POLICY for SPECIAL ORDER MATERIALS. The condition of material could affect the amount of your return credit. When material is delivered to the job site it becomes the property of the Buyer and the Buyer is fully responsible for the condition of the material while it is on site. All credits are subject to a \$10 processing fee.

All material should be protected from weather, mud and abuse prior to pick up. ALL RETURNS DONE WITH A LYON & BILLARD VEHICLE WILL BE SUBJECT TO A RESTOCKING FEE OR A MINIMUM RETURN FEE OF \$100.00 OR 25-40%, whichever is greater. No pick ups will be done if the account is delinquent.

4. DELIVERIES: By signing this Credit Application and Agreement, you hereby acknowledge that given the nature of the building industry and frequency of deliveries that may occur to your residence or to your customer’s address, there are many times when building material will be left without a signature. It is regular practice for Lyon & Billard Co. to leave the delivery ticket with the delivered material. Often there is no one at the location where the delivery is made to sign the delivery slip and in those cases, the material is left.

If the individual who signed the Credit Application does not dispute the delivery of material not ordered in writing within 5 business days to Lyon & Billard Co., it will be assumed that the order is valid and correct. It is further agreed and acknowledged that invoices and statements are sent out monthly to the address designated on the Credit Application. If after receiving the invoice and statement you believe you have been charged for material that was not delivered, you must contact Lyon & Billard Co. in writing within 5 business days indicating you had not received the material you are being charged for. If you fail to notify Lyon & Billard Co., it will be assumed that the order and delivery is valid.

5. AUTHORIZATION: If there is a specific contractor, general contractor or subcontractor that has ordered material from Lyon & Billard Co. for you over time, and for whatever reason he is no longer on the job or not authorized by you to continue ordering material, you must notify Lyon & Billard Co. in writing that this individual is forbidden to charge to your account. If you don’t notify Lyon & Billard Co. in writing, it will be assumed that the orders made and subsequent deliveries are valid.

In the event you are in default of the above credit terms, Lyon & Billard may contact your customer and share any information, written or otherwise, in order to collect this debt.

GUARANTEE

In order to induce THE LYON & BILLARD CO. Subsidiary: The Cheshire Lumber Co. to extend credit to the Buyer, I/We, _____ of the Town of _____, State of _____, hereby jointly and severally guarantee to THE LYON & BILLARD CO. Subsidiary: The Cheshire Lumber Co. the prompt payment of any and all sums due to this company as a result of its extension of credit to Buyer as indicated above. In the event payment is sought from me/us, I/we agree to be bound by any and all terms of credit arrangement between Buyer and the LYON & BILLARD CO. Subsidiary: The Cheshire Lumber Co.

_____ agrees that this is a continuing guarantee and shall remain in force until revoked by notice received in writing by THE LYON & BILLARD CO. Subsidiary: The Cheshire Lumber Co. which arises out of transactions entered into after receipt of such notice. (By signing below you are personally guaranteeing and guaranteeing on behalf of your company any outstanding balances owed to The Lyon & Billard Co.)

I/We hereby acknowledge that we have read this agreement and that we understand it and we have received a copy of it.

Dated at _____, CT, this _____ day of _____, 20_____.

Signature of Buyer

Print Name