



WEST END LUMBER CO INC

Corporate Office - 9335 Hwy 6 North, Houston, TX 77095
Phone (504)733-9799 * Watts 1-800-234-9799* Fax (504)733-9850
Sales Rep. _____

LOUISIANA LOCATIONS: LAFAYETTE, HARAHAN, MADISONVILLE
 TEXAS: AUSTIN * BEAUMONT * CONROE * HOUSTON * HUMBLE * LAREDO * PHARR * SAN ANTONIO * STAFFORD
 LAFAYETTE WOOD WORKS * SHOWROOMS IN LAFAYETTE * LAKE CHARLES * BATON ROUGE * ST TAMMANY

***Application must be completed in full and signed by Corporate Officers, Partners, or Sole Proprietor and contain a copy of applicant's drivers license**

A. APPLICANT

Legal Business Name: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 Mailing Address: _____ City: _____ State _____ Zip _____
 Phone: _____ Cell: _____ Fax: _____
 E-Mail Address: _____ Web Site Address: _____
 Date Business Started: _____ State of Incorporation: _____ Tax Payer ID No.: _____
 Type of Business _____ Estimated Monthly Purchases? \$ _____

Taxable? () Yes () No IF NO, attach copy of Tax Exemption or Resale Certificate

B. Business Information

Proprietorship Owner _____ Driver's Lic.# _____ SS# _____
 Address: _____ Own Rent Home# _____

Partnership Partner _____ Driver's Lic.# _____ SS# _____
 Address: _____ Own Rent Home # _____

LLP Partner _____ Driver's Lic.# _____ SS# _____
 Address: _____ Own Rent Home# _____

Corporation Pres./Member _____ Driver's Lic.# _____ SS# _____
 Address: _____ Own Rent Home# _____

LLC V-P/Member _____ Driver's Lic.# _____ SS# _____
 Address: _____ Own Rent Home# _____
 Sec/Member _____ Driver's Lic.# _____ SS# _____
 Treas/Member _____ Driver's Lic.# _____ SS# _____

Have you previously filed Bankruptcy? Yes No If yes, was it Corporate? _____ Personal? _____

Accounts Payable Contact: _____ **PO Required? Yes _____ No _____**

Name of Person to Contact in case of an Emergency _____ Phone: _____

Authorized Buyers: _____

C. Commercial Trade References

	<u>Name</u>	<u>City and State</u>	<u>Telephone #</u>	<u>Account Number</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

CREDIT AGREEMENT

It is agreed that the Applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by West End Lumber Co Inc (hereinafter referred to as "Creditor"). No terms or conditions within a purchase order that are different from the terms established as a result of this application can "override" the terms and conditions established as a result of this application. You are authorized to charge 1 ½% per month or 18% per annum; whichever is higher and allowable by law on all delinquent invoices. By my signature below, I am certifying that this request is for extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

Buyer and Guarantors (Applicant) authorize all persons, institutions, organizations, companies, and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by West End Lumber Co Inc (Creditor). The undersigned and Buyer (Applicant), if different, each warrant that the information given in this Credit Application and Agreement is true and no unfavorable information has been omitted. Our firm is financially able to meet any commitments we have made and we promise to pay your invoices according to our contracted terms. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of West End Lumber Co Inc.

All parties agree that in the event legal action becomes necessary that it will be filed and tried exclusively in Harris County, Texas, and further agree to pay all collection costs if it becomes necessary to employ a collection agency or attorney to help collect the account. Special orders are not returnable. Please read all policies including the instructions on our invoice involving shortages, re-stock charges and limitations of liability on deliveries made beyond street pavement. I/We understand the credit terms and agree to follow them and authorize you to check any of the information contained in this application.

Applicant and all signers hereof, including guarantors understand that Creditor may extend credit under this application and agreement in reliance upon representations herein regarding the ownership or ownership structure of the Applicant. Any change of ownership structure of the enterprise identified herein as "Applicant" shall not relieve any person or entity lawfully answerable for debts of the Applicant including the guarantors of any obligation to Creditor hereunder or arising here from, unless and until Creditor receives written notices of such change by certified mail, return receipt requested, at 2902 W 12th St, Houston, Texas 77088. Payment of any invoice by check or other means, which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, any rights arising against any other person or entity because of the change in ownership or ownership structure.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Full Legal Name of Company (Applicant): _____ Date: _____

By: _____ Printed Name: _____ Title: _____

Signature

UNCONDITIONAL GUARANTY

In consideration of your extending credit to the firm and in further consideration of the delivery of certain materials to said firm, I/we, the undersigned, do hereby jointly and individually guarantee the payment of any indebtedness now existing or which is incurred hereafter by aforesaid business concern on the terms as stated on West End Lumber's invoices for each order(s) given in writing, telephonically, orally, or otherwise by any agent of the aforesaid organization. I/we, the undersigned, further waive notice of nonpayment of the account by West End Lumber Co Inc (Creditor) and further agree that all or any of the undersigned may be held jointly and severally to West End Lumber Co., Inc. In the event a past due account is referred to an attorney or collection agency for collection, I/we agree to pay cost of collection, including court cost and collection fees. This guaranty will also apply to any credit extended by you to any successor or affiliated company of which I/we or with which I/we are associated. This guaranty is a continuing and unconditional guaranty and shall inure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail at 2902 W 12th St, Houston Texas 77088. Termination of guaranty by the undersigned shall not effect any of the guarantors' obligations hereunder with respect to indebtedness incurred up to the termination. The fact that this application contains a request for an estimate of credit shall not be deemed a limitation of the liability by the undersigned or any guarantor.

I/we the undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

DATE	SIGNATURE	PRINTED NAME	SOCIAL SECURITY NO.	WITNESS SIGNATURE
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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 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. West End Lumber Company Inc adheres to the E.C.O.A. and does not discriminate.



FINANCIAL REFERENCES

Checking Accounts:

Name on Account: _____

Account No. _____ Bank _____ Address _____ Bus. Personal

Account No. _____ Bank _____ Address _____ Bus. Personal

Loans:

Name on Account: _____

Account No. _____ Bank _____ Address _____ Balance: _____

Builder Information:

Name of **Title Company**: _____ Contact Name: _____ Phone _____

Name of **Interim Lender**: _____ Contact Name: _____ Phone _____

Name of **Interim Lender**: _____ Contact Name: _____ Phone _____

I/We authorize the above listed financial references to release upon verbal, electronic or written request by West End Lumber Co., Inc. such information requested relative to open accounts, notes, mortgages, construction loans and average deposit balances, etc. pertinent to the granting of credit to the applicant.

It is understood that such information is the sole purpose as stated above and will be held in strictest confidence.

Date: _____, 20__

Company Name

Exact name (as it appears on the account)

By: _____
Signature (authorized signer on bank account)

Title

**WEST END LUMBER COMPANY INC
WEST END ROOFING, SIDING AND WINDOWS
LAFAYETTE WOOD WORKS
ACTION ROOFING SUPPLY**

Corporate: 2902 W 12th St, Houston, Tx 77008 Ph: 281-856-1799 or 800-713-4629 Fax: 281-856-1778

Texas Branches: Austin, Beaumont, Conroe, Houston, Pharr, San Antonio, Stafford

Louisiana Branches: Lafayette, Harahan
