



CREDIT APPLICATION

Store: Salesrep:

In consideration for TIBBETTS LUMBER CO., LLC dba TIBBETTS LUMBER, 2857 Executive Dr., Clearwater, FL 33762 its parents, subsidiaries and affiliates ("COMPANY") extending credit to the below customer, its subsidiaries and affiliates, Guarantor and the individual signing on behalf of customer hereby personally, jointly and severally, (collectively and singularly "CUSTOMER") promise, warrant, guarantee and represent all information herein given is true and correct and is provided for purposes of securing credit from COMPANY and all payments will be promptly made.

Customer Business Name ("Customer") Address City State Zip Code Telephone Facsimile

Mailing Address (if different than principal address) City State Zip Code Email

Business Form: Partnership, LLC, Corporation, Proprietorship, Other. Contractor License: YES/NO. A/P Contact: Name, Tel, Email, Fax. Sales Tax Exempt: YES/NO. Purchase Orders Required: YES/NO.

Owner Information (If more than one use a separate sheet)

NAME ADDRESS CITY STATE ZIP CODE TELEPHONE

Affiliated Company (If more than one use a separate sheet)

NAME ADDRESS CITY STATE ZIP CODE TELEPHONE

TERMS OF CREDIT

1. CUSTOMER agrees: all monies due on 10th of the month following month of purchase; to promptly pay COMPANY in US dollars for items purchased ("Goods"); past-due amounts accrue interest at 1 1/2% per month until paid, including post judgment amounts; in its sole discretion COMPANY may limit or refuse orders or sales, cease credit and CUSTOMER waives all claims related thereto; all payments by credit/debit card subject to a 3% fee; COMPANY may require prepayment for specially fabricated goods; CUSTOMER assumes full responsibility for all Goods including, but not limited to, handling, storage, place and method of delivery and upon delivery loss or damage from any cause; within 5 business days from the date of delivery, CUSTOMER must deliver written notice to COMPANY of billing discrepancy(ies), unauthorized purchase(s); non-delivery, claims of non-conformity including description, quality, quantity, price, defect, damage or otherwise and failure to do so is an unconditional waiver of any claim related thereto; any patent damage or defect must be set forth, in writing, at the time of delivery or same is waived; notice of latent defect must be provided in writing within 5 days from the time it is or should have been discovered but no later than 90 days; failure to so notify COMPANY, in writing, establishes delivery, acceptance, responsibility for prompt payment without reduction or set-off and waiver of all claims; Goods described in a notice hereunder must be immediately returned to COMPANY in the same condition as when delivered otherwise full payment is due and claim(s) waived; CUSTOMER'S change in order(s) may result in price increase; no returns without COMPANY'S prior written consent; returns subject to restocking charge and partial shipments are in COMPANY'S discretion. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS, DAMAGES OR INDEMNIFICATION OF ANY NATURE IN EXCESS OF THE PURCHASE PRICE PAID BY CUSTOMER. CUSTOMER represents credit hereunder is for commercial purposes only.

2. If failure to pay as agreed, CUSTOMER agrees to pay all costs, expenses and attorney fees related to collection, whether or not suit is filed, through appeal and judgment enforcement. In the event suit is brought by any party hereto relating to or arising out of any dealings between them, each agree: (a) to WAIVE JURY TRIAL WHICH WAIVER INCLUDES ALL CAUSES OF ACTION, COUNTERCLAIMS, CROSSCLAIMS AND DEFENSES WHICH ARE OR COULD BE ASSERTED; (b) venue shall be in Pinellas County, Florida including all pre/post judgment depositions(c) Florida law governs the terms hereof and relationship of parties.

3. If Goods are to improve real property, within five (5) days from the date of first delivery of Goods, CUSTOMER shall deliver written notice to COMPANY setting forth: (a) name and address of owner of the real property; (b) the address of the real property being improved; (c) a copy of the recorded Notice of Commencement and; (d) provide a copy of all bonds. COMPANY may deal directly with owner/contractor/surety in all manners. COMPANY is not required to provide any release/satisfaction until COMPANY is paid in full including all interest, fees and costs. CUSTOMER HAS READ THE ABOVE AND THE TERMS ON THE REVERSE HEREOF AND AGREES TO SAME. TERMS CONTINUED ON REVERSE PAGE.

CUSTOMER BUSINESS NAME: \_\_\_\_\_

BY: SIGNATURE TITLE

BY: SIGNATURE TITLE

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PERSONAL GUARANTY

In exchange for COMPANY extending credit to CUSTOMER, and/or its affiliates, the undersigned guarantor, jointly and severally (GUARANTOR) personally guarantees payment of all indebtedness of CUSTOMER to COMPANY including interest at 1 1/2% per month (pre and post judgment), court costs and attorney fees. This guaranty is unconditional, unlimited in nature and amount, absolute, complete, continuing, not revoked by Guarantor's death and binds Guarantor's estate, successors and assigns. CUSTOMER'S sale or transfer of its business shall not affect this guaranty. This guaranty can only be revoked upon 30 days written notice delivered in accordance with paragraph 10 on the reverse hereof. Any extension, renewal, forbearance, change of terms of credit, CUSTOMER'S bankruptcy or choice of remedies shall not affect liability of GUARANTOR. COMPANY'S remedies are cumulative, exercisable individually or in combination in COMPANY'S sole discretion, and GUARANTOR waives any claim or defense related thereto. GUARANTOR hereby:(a) WAIVES JURY TRIAL in an action involving COMPANY including claims, counterclaims, cross claims and defenses; (b) agrees venue shall be in Pinellas County, Florida including pre and post judgment depositions. GUARANTOR INITIATED THIS BUSINESS CREDIT TRANSACTION AND CONSENTS TO COMPANY SECURING GUARANTOR'S CREDIT REPORT AND CREDIT INFORMATION. GUARANTOR HAS READ AND AGREES TO THIS GUARANTY, THE TERMS OF CREDIT SET FORTH ABOVE AND ON THE REVERSE HEREOF WHICH ARE INCORPORATED HEREIN.

Signature Printed Name Social Security Number Date

Signature Printed Name Social Security Number Date

Signature Printed Name Social Security Number Date

**TERMS OF CREDIT (cont.)**

If CUSTOMER fails to pay, then to extent of all monies due COMPANY, CUSTOMER hereby assigns to COMPANY all monies due it from property owner and all debtors of CUSTOMER and grants COMPANY the authority and right to notify and deal with CUSTOMER'S debtors, obtain direct payment, enter into agreements, regarding payment to the extent of monies due to COMPANY by CUSTOMER. CUSTOMER waives all claims related to COMPANY'S action hereunder and authorizes COMPANY to provide a copy of this clause and CUSTOMER'S signature on this application to any third party for the purpose of obtaining payment hereunder. CUSTOMER directs such third parties to rely on this clause for the purposes of paying COMPANY. CUSTOMER grants COMPANY the authority and power to make any public filing in furtherance hereof. It is not a defense to payment hereunder if COMPANY elects to forgo its rights under this paragraph.

4. Annually, without notice, CUSTOMER shall provide COMPANY its financial statement. Within 5 days CUSTOMER shall provide COMPANY with written notice of (a) any expected, anticipated or actual adverse financial event; (b) change(s) in the ownership or form of CUSTOMER'S business (including names and addresses) and (c) changes in CUSTOMER'S address. CUSTOMER and GUARANTOR shall remain liable for all purchases unless CUSTOMER delivers to COMPANY 30 days prior written notice that CUSTOMER, will not be liable for subsequent purchases. It shall not be a defense to the requirements of this paragraph that CUSTOMER did not order the Goods. **CUSTOMER and GUARANTOR consent to COMPANY securing a credit report and other credit information regarding CUSTOMER and GUARANTOR and each agree to the dissemination of such information and do forever waive, release and discharge COMPANY from any and all claims related thereto.**

5. Deliveries are at direction of CUSTOMER and GUARANTOR who waive all claims or defenses related thereto including, but not limited to, non-acceptance, lack of signature, unauthorized signature on delivery ticket and otherwise. The COMPANY'S records shall be conclusive of delivery. CUSTOMER agrees: COMPANY is not liable for delay or non-delivery and CUSTOMER waives all claims related thereto.

6. Prices are subject to change without notice. Quotes/estimates of Goods: (1) must be written, dated and signed by COMPANY'S authorized agent: (2) are effective for no more than 10 days and revocable before acceptance. CUSTOMER is responsible for all sales, excise, and other taxes (local, state, or federal) and same shall be added to the purchase price.

7. All prior agreements are void and this Application sets forth the entire agreement between CUSTOMER/GUARANTOR and COMPANY. No representation or agreement by COMPANY its agents or representatives, or modification or amendment hereof shall be binding on COMPANY unless in writing, dated and signed by the COMPANY'S Credit Manager. If at any time a purchase order, business form, contract, letter, etc. ("Forms") of CUSTOMER conflicts with or is inconsistent with the terms of this Application or COMPANY'S forms, then the Forms provided by CUSTOMER shall be void and the terms hereof or COMPANY'S form shall control. CUSTOMER agrees COMPANY'S acknowledgment(s) or acceptance(s) thereof is solely for CUSTOMER'S internal purposes and shall in no way alter the terms hereof or COMPANY'S form(s). All current and future purchases are controlled by the terms of this Application. CUSTOMER consents to an assignment hereof for the benefit of COMPANY'S successors and assigns.

8. CUSTOMER agrees COMPANY'S invoice/ statement shall be deemed a demand for direction regarding application of payment(s). Absent CUSTOMER direction, COMPANY may apply payments in its sole discretion. COMPANY has the right of set-off.

9. COMPANY'S rights and remedies are singular and cumulative and the exercise or non-exercise of same shall not: (1) give rise to any claim or defense to payment by CUSTOMER and (2) be deemed a waiver by COMPANY of any right, remedy or term hereof. CUSTOMER shall hold harmless and indemnify COMPANY against claims arising from the use of the Goods. Under no circumstances including, but not limited to, an agreement signed subsequent to the date hereof, shall COMPANY hold harmless or indemnify CUSTOMER or any third person unless in writing and approved by a written resolution of COMPANY'S board of directors. There are no third-party beneficiaries to this agreement.

10. All notices, requests or claims CUSTOMER may have in any way related to any dealings with COMPANY must be in writing, signed and delivered by United States certified mail, return receipt, to COMPANY'S Credit Manager, at Tibbetts Lumber, 2857 Executive Dr., Clearwater, FL 33762. The individual certified mail return receipt must be signed by the Credit Manager or his or her authorized representative and the original must be produced to establish notice. The written notice to COMPANY must contain on its face the certified mail registration number. Otherwise, it shall be conclusively presumed notice was not given.

11. CUSTOMER agrees mold is a naturally occurring organism. Notwithstanding anything to the contrary herein, CUSTOMER agrees to: (1) upon delivery thoroughly inspect the Goods; (2) within 24 hours of delivery provide COMPANY written notice of mold, suspected mold or a related or similar condition; (3) reasonably describe, in the written notice, the condition including its location on the Goods; (4) isolate the subject Goods from other materials, and; (5) return the Goods to COMPANY for replacement or credit. Otherwise, CUSTOMER unconditionally accepts the Goods and waives and releases COMPANY from direct or indirect loss or damage related to or arising out of said organism or condition. Buyer's sole remedy in lieu of all others is replacement or a credit of affected Good's purchase price(s), at COMPANY'S option.

12. COMPANY is a reseller of Goods and provides no warranty for the Goods sold. COMPANY, upon request, shall provide CUSTOMER with the manufacturer's or supplier's applicable warranty, if any. **ALL CLAIMS FOR DEFECT, FAILURE OF GOODS, INJURY TO PERSON OR PROPERTY SHALL BE MADE EXCLUSIVELY AGAINST MANUFACTURER(S) OR SUPPLIER(S) AND THIS IS THE EXCLUSIVE REMEDY OF CUSTOMER AND THOSE CLAIMING THROUGH CUSTOMER WHETHER THE CLAIM IS STATUTORY, IN CONTRACT, TORT OR STRICT LIABILITY AND APPLIES TO ALL CLAIMS OR DEMANDS OF CUSTOMER. THIS DISCLAIMER IS FULL AND COMPLETE AND ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ASSUMES NO RESPONSIBILITY FOR INTERPRETATION OR COMPLIANCE WITH PLANS OR SPECIFICATIONS PROVIDED BY CUSTOMER OR CUSTOMER'S AGENT AND CUSTOMER WAIVES ALL CLAIMS RELATED THERETO. CUSTOMER'S SOLE REMEDY AGAINST COMPANY SHALL BE REFUND OF THE PURCHASE PRICE OF THE GOODS FOUND TO BE DEFECTIVE, REPAIR, OR REPLACEMENT AT COMPANY'S SOLE OPTION. ANY REPAIR OR ALTERATION OF THE WORK OR GOODS WITHOUT COMPANY'S PRIOR WRITTEN AUTHORIZATION VOIDS ALL LIABILITIES AND RESPONSIBILITIES OF COMPANY. ALL CLAIMS MUST BE IN WRITING, DESCRIBE IN DETAIL THE CLAIMED DEFECT OR FAILURE AND BE DELIVERED TO COMPANY IN ACCORDANCE WITH PARAGRAPH 10 ABOVE. FLORIDA LAW GOVERNS THIS DISCLAIMER WHICH SUPERCEDES ALL OTHER AGREEMENTS, REPRESENTATIONS, PROMISES OR WARRANTIES, WRITTEN OR ORAL.**

13. **Disclaimer: The common or Industry recognized description of Lumber/ Products sold by COMPANY may not represent the actual size or description of the item.**

**AUTHORIZATION TO RELEASE CREDIT EXPERIENCE**

**CUSTOMER consents and authorizes COMPANY to secure CUSTOMER'S: (i) credit report; (ii) other credit information; (iii) banking information and account balances. CUSTOMER agrees to the dissemination of such information and does forever waive, release and discharge COMPANY from any and all claims related thereto.**

Name of Financial Institution \_\_\_\_\_ Address (Branch) \_\_\_\_\_ Telephone \_\_\_\_\_

*is hereby directed and authorized with full release of liability to furnish Tibbetts Lumber a full and complete credit history, including all account balances for*

Customer

Checking Account # \_\_\_\_\_

*To Financial Institution:  
You are authorized to accept and act upon a copy of my signature*

Savings Account # \_\_\_\_\_

Company: \_\_\_\_\_

Loan # \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

**FINANCIAL INSTITUTION USE**

	<b>LOANS:</b>	<b>Date Opened</b>	<b>Loan#</b>	<b>High Credit</b>	<b>Balance</b>	<b>Rating</b>
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Checking Account Balance: \$ \_\_\_\_\_

1) \_\_\_\_\_

Savings Account Balance: \$ \_\_\_\_\_

2) \_\_\_\_\_