



**IV FINANCIAL INFORMATION (\*Please attach most current Financial Statement)**

<b>Assets:</b>		<b>Liabilities:</b>	
Cash		Loans	
Accts. Rec.		Accts. Pay	
Inventory		Other Debts	
Property & Buildings		Capital	
Vehicles		Surplus	
<b>TOTAL</b>		<b>TOTAL</b>	

To induce The Ponderosa Lumber Company to extend credit to applicant for the purpose of obtaining goods and services from Ponderosa, applicant makes the following statements, intending Ponderosa shall rely upon the same as true and correct. Financial statement must be included

**Fax completed form to (480) 947-4354**

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**FOR THE BEST IN**  
 Lumber • Building Materials • Building Components      CREDIT LIMIT      ACCOUNT NO.  
 Contractor & Consumer  
**AGREEMENTS, TERMS AND CONDITIONS**

- The Ponderosa Lumber Company shall hereinafter be referred to as Ponderosa and the applicant shall be referred to as "customer". The customer indicated on the first page, desires to purchase goods and services from Ponderosa on open account, and agrees in consideration of the creation of the open account, to be bound by the following terms and conditions. Ponderosa's acceptance of this credit application, constitutes acceptance by the customer of the terms and conditions of this Agreement.
- Credit will be extended by Ponderosa to customer based on the information provided in this application, and Ponderosa is authorized to check applicant's credit background. Customer agrees to pay any and all charges, fees and costs which customer or any authorized person incurs, on the customer's account. Unless customer notifies Ponderosa in writing within five (5) days of any unauthorized use of customer's credit, customer agrees that any other person who incurs charges on customer's account, is authorized to do so.
- Ponderosa will mail to customer at the address set forth, on the first page of this application, a statement of account each month, which will show customer account activities, delinquency charges, and new balance.
- Customer agrees to notify Ponderosa in writing of any error in the statement within 10 days after date of statement. If not so noticed, the statement shall be deemed to be correct and accepted as rendered. All sums owing Ponderosa by customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by Ponderosa and customer or on Ponderosa's invoice. In the absence of such expressed terms and conditions, Ponderosa's terms shall be as follows: 1 % tenth prox • net 11 th, past due first day of next month. Whether or not expressed in said quotation or invoice, all sums past due shall bear an interest charge at the rate of 2% per month (or 24% APR.). A minimum charge of (@.75) seventy five cents will be added each month if the account is not paid when due. Furthermore all materials returned to Ponderosa by said customer are subject to a 20% restocking fee unless approved by Ponderosa prior to its return. Customer agrees that if Ponderosa is not paid in accordance with Ponderosa's terms, customer shall pay for all costs and expenses incurred by Ponderosa in connection herewith, including fees charged by a collection agency or **attorney, and any and all other** charges which can be legally charged to the customer. Customer agrees that for and in consideration of Ponderosa's extension of credit, that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the exclusive jurisdiction and legal venue for said action. Customer agrees that if Ponderosa refers this agreement to an attorney for enforcement, that customer agrees to pay Ponderosa's actual attorney's fees and costs incurred in the enforcement hereof, whether or not formal proceedings are brought to remedy customer's breach of this agreement. Customer agrees to pay Ponderosa \$25.00 service charge on each dishonored check or item returned to Ponderosa.
- Customer agrees that any financial documents provided to/or obtained by Ponderosa on said customer are true and correct and will provide Ponderosa such documents, from time to time, upon request. Customer represents to Ponderosa that it is solvent as of the date of this agreement and that the financial statements attached accurately reflects the present financial condition of the customer as the date of this agreement.
- Ponderosa has the right to file a preliminary notice and/or mechanics lien against any site to which materials/labor have been supplied or provided and remain unpaid. Nothing contained herein shall be construed as a waiver by Ponderosa of any lien or bond rights or any other rights which it may now have or hereafter acquire by law.
- Upon Ponderosa's acceptance, this agreement embodies the entire agreements of the parties. No promise, representation or agreements made subsequent to the execution and delivery hereof, by either party hereto and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless, the same be in writing, signed by all parties hereto, or by their duly authorized agents.
- The undersigned certifies that the above and aforesaid or attached information is true and correct, and that the undersigned has read, understands, and agrees to all terms and conditions of this agreement noted on the front and reverse of this sheet.

Date \_\_\_\_\_ Company Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Signature's Name \_\_\_\_\_  
 Signatures Title \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

In consideration of the extension of credit to the customer by Ponderosa, and as an inducement to Ponderosa to continue to extend credit to said customer, the undersigned jointly and severally, unconditionally guaranty the payment of any and all sums of money/as are now, or at any time hereafter may be owing to Ponderosa by said customer, as a result of Ponderosa's extension of credit. Any undersigned guarantor who is married expressly represents that he/she has been duly authorized by the nonsigning spouse to act in a representative capacity and execute this guaranty on behalf of the nonsigning spouse, for the purposes described herein, so as to bind their marital community.

The undersigned agree to hold Ponderosa harmless from any loss, damage, and expenses caused or arising out of default on the part of the customer. Ponderosa may proceed against the undersigned without being required to first proceed against the customer, and may proceed against any one of the undersigned without waiving its rights ' to proceed against any of the remaining guarantors or said customer. The undersigned waive notice of: extension of time or modification of terms, settlements or resolutions of disputes, modification of crisis line, default of customer.

This is intended to be and is a continuing guaranty and shall not be revoked except by written notice to Ponderosa not to make any further sales and deliveries on the security of this guaranty and until the expiration of five (5) days after such notice shall have been received by Ponderosa by registered mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

Self \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

Spouse \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

If married, spouse must sign.

**THE PONDEROSA LUMBER CO. APPLICATION FOR CREDIT**



**6425 East Thomas Road  
P.O. Box 2732 Scottsdale, AZ 85251  
Phone (480) 947-7765 Fax (480) 947-4354  
email: info@ponderosalumber.com  
www.ponderosalumber.com**

**Fax completed form to (480) 947-4354**

PLEASE TYPE OR PRINT