



**H. J. Opdyke Lumber
P.O. Box 58
Boonville, NY 13309
Phone: 315-942-4321
Fax: 315-942-4323**

COMMERCIAL CREDIT APPLICATION, AGREEMENT, AND GUARANTEE

This agreement dated _____ is made between H. J. Opdyke Building Materials., L.L.C. (“Opdyke”) and the Customer (“Customer”) in accordance with the following terms:

CUSTOMER CONTACT INFORMATION

Full Legal Business Name: _____

Trade Name: _____

Physical Address: _____
(May Not Be PO Box)

Mailing Address: _____

Contact Person Name & Title: _____

Business Telephone: _____ Business Fax: _____

Pager Number: _____ Cell Number: _____

Email Address: _____

BUSINESS INFORMATION

Check Type of Business:

Corporation Limited Liability Co. (L.L.C.) Sole Proprietorship

General Partnership Limited Partnership (LP) Joint Venture

Other (Describe) _____

Contractor Registration Number: _____

Date Business Formed/Incorporated: _____

State of Formation/Incorporated: _____ NY _____ Other (Identify) _____

Federal Tax ID No. for Business: _____

Owners/Partners/Officers/LLC Members as Personal Guarantors:

Full Name: _____ Title: _____
Street Address: _____ Date of Birth _____
Mailing Address: _____
Telephone: _____ Cell Phone: _____
Social Security #: ____ - ____ - ____ Email: _____

Full Name: _____ Title: _____
Street Address: _____ Date of Birth _____
Mailing Address: _____
Telephone: _____ Cell Phone: _____
Social Security #: ____ - ____ - ____ Email: _____

Full Name: _____ Title: _____
Street Address: _____ Date of Birth _____
Mailing Address: _____
Telephone: _____ Cell Phone: _____
Social Security #: ____ - ____ - ____ Email: _____

Full Name: _____ Title: _____
Street Address: _____ Date of Birth _____
Mailing Address: _____
Telephone: _____ Cell Phone: _____
Social Security #: ____ - ____ - ____ Email: _____

Attorney Name and Telephone

Attorney Name and Telephone: _____
Attorney Address: _____

CREDIT INFORMATION

Banking Information:

Bank Name: _____ Account No.: _____

Address: _____ Contact Person: _____

Bank Name: _____ Account No.: _____

Address: _____ Contact Person: _____

Credit/Trade References: (Please complete as thoroughly as possible. **DO NOT** list sub contractors as a credit reference)

Name of Reference: _____ Telephone Number: _____

Address of Reference: _____

Name of Reference: _____ Telephone Number: _____

Address of Reference: _____

Name of Reference: _____ Telephone Number: _____

Address of Reference: _____

Name of Reference: _____ Telephone Number: _____

Address of Reference: _____

Credit History:

Has the business or any individual with ownership interest filed for bankruptcy? : _____ Yes _____ No

Are there any outstanding judgments against the company or any individual with ownership interest in the company?: _____ Yes _____ No

Has the business or any individual with ownership interest ever filed an assignment for the benefit of creditors?: _____ Yes _____ No

Is there any pending or threatened litigation against the company and/or any individuals with ownership interest in the company? : _____ Yes _____ No

Has the company issued any checks which were not paid due to insufficient funds within the past 6 months? : _____ Yes _____ No

If the answer to any of the foregoing questions is YES and there are extenuating circumstances for which you wish to provide an explanation:

Have you done business with Opdyke Lumber in the past? _____ Yes _____ No

If yes, under what name? _____

REPRESENTATIONS AND AUTHORIZATIONS OF CUSTOMER

The undersigned represent to Opdyke:

1. The information contained in this Credit Application, Agreement and Guarantee is complete and accurate and may be relied upon by Opdyke.
2. We authorize Opdyke and its agents to contact all credit and trade references as may be required to verify our personal and business credit and business standing with them.
3. If We order materials for use on property owned by others, We represent that we shall have in place a written contract with each such property owner or general contractor in compliance with all applicable laws, rules and regulations of the State of New York.
4. In the event Opdyke exercises rights under the New York Lien Law, We agree to use either the American Arbitration Association or any other alternative dispute resolution mechanism selected by Opdyke.
5. We understand that payment of invoices is due on or before the last day of the month following delivery and that service charges shall be charged on all invoices unpaid as of the last day of the month following delivery. The current service charge on unpaid balance is 1 ½% per month (18% per annum); this amount may be changed by Opdyke and any change will be reflected on Customer's invoice.
6. If we fail to pay invoices when due or otherwise default under the terms of this Agreement, We shall pay all collection costs and expenses, including collection agency fees and reasonable attorneys' fees of 25% of the unpaid balance.
7. We understand that a signed delivery slip is required for each shipment from Opdyke and that such signed delivery slip shall serve as a contract between Opdyke and us. If at the time of delivery, neither We nor our duly authorized representative is available to sign the delivery slip, then as a convenience to us, We hereby authorize and direct Opdyke to sign the delivery slip on our behalf and we agree to pay for goods so shipped upon receipt of Opdyke's invoice.
8. We understand that Opdyke ships goods based upon written purchase orders and that each such order shall serve as a contract between Opdyke and Us. If We or our duly authorized representative is not available to sign the order at the time placed, then solely as a convenience to us, We hereby authorize Opdyke to sign the purchase order as our agent and we agree to pay for goods so shipped and delivered upon receipt of Opdyke's invoice.
9. For each building site to which Opdyke will be making deliveries for us, We shall provide Opdyke with a completed Project Information Sheet at the time of Customer's initial order for that site.
10. We agree to the terms and conditions of this Agreement, including the Additional Terms of the Credit Application, Agreement and Guarantee terms.

Witness

Print Name: _____

Signature: _____

Name/Title

Date: _____

Witness

Print Name: _____

Signature: _____

Name/Title

Date: _____

Witness

Print Name: _____

Signature: _____

Name/Title

Date: _____

Witness

Print Name: _____

Signature: _____

Name/Title

Date: _____

PERSONAL GUARANTEE

In consideration of Opdyke extending credit to Customer, we individually, jointly and severally do hereby personally and unconditionally guarantee to Opdyke the payment of indebtedness of the Customer, including any and all costs of collection, including collection agency fees and reasonable attorney's fees of 25% of the unpaid balance. The undersigned waives notice of acceptance of this guarantee by Opdyke and notice of default or of non-payment on any of the liabilities. The use of any titles shall in no way be deemed to limit the personal guaranty. Any change in ownership interest or relationship of Guarantor to Customer shall not relieve Guarantor of obligations under this personal guarantee unless prior written notice is provided to Opdyke.

This Guarantee shall be a continuing guarantee and shall remain in effect subject to discontinuance as to any of the undersigned only upon actual receipt by Opdyke of 30 days written notice from undersigned, provided no such notice of discontinuance shall impair or effect any of the agreements or obligations incurred with respect to any and all liabilities existing prior to the time of such actual receipt by Opdyke of such discontinuance notice.

Guarantor agrees by signing this Guaranty Agreement to authorize Opdyke and its agents to investigate his business and personal credit history.

Witness	Print Name: _____
	Signature: _____
	Dated: _____ % of Ownership: _____
Witness	Print Name: _____
	Signature: _____
	Dated: _____ % of Ownership: _____
Witness	Print Name: _____
	Signature: _____
	Dated: _____ % of Ownership: _____
Witness	Print Name: _____
	Signature: _____
	Dated: _____ % of Ownership: _____

Approved and accepted this _____ day of _____, 20_____.

H. J. Opdyke Building Materials, L.L.C.

By:

ADDITIONAL TERMS OF THE CREDIT APPLICATION, AGREEMENT AND GUARANTEE

Agreement. "Agreement" as used herein shall mean all information, terms and conditions contained in this Credit Application, Agreement, and Guarantee.

Payment Terms. Invoices shall be due and payable on or before the last day of the month following delivery and services charge of 1 ½ % per month (18% per annum) shall be charged on all invoices unpaid as of the last day of the month following delivery. Opdyke shall have the right to modify its payment terms upon 60 days notice to Customer and Guarantor. Notice shall be made by written notice mailed to Customer and Guarantor at the last known address. Such notice shall be deemed given upon mailing.

Signed Delivery Slips. A signed delivery slip shall be required for each shipment from Opdyke and each such signed delivery slip shall serve as a contract between Opdyke and Customer. If at the time of delivery, neither Customer nor its duly authorized representative is available to sign the delivery slip, then as a convenience to Customer, Customer hereby authorizes Opdyke to sign the delivery slip as Customer's agent.

Written Orders. A written purchase order shall be required for each shipment from Opdyke and each order shall serve as a contract between Opdyke and Customer. If Customer nor its duly authorized representative is available to sign the order at the time placed, then as a convenience to Customer, Customer hereby authorizes Opdyke to sign the purchase order as Customer's agent.

Special Delivery Instructions. If job-site delivery requires off-site access and delivery is placed where instructed by Customer, Opdyke shall not be responsible for any resulting damages.

No Warranties. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, WITH RESPECT TO ANY PRODUCT.**

Effect of Installation. Any claims for defects or incorrect items discoverable prior to installation are forever waived as soon as the product is actually installed. Do not install defective or incorrect product.

Resale Certificate. If Customer delivers to Opdyke a Resale Certificate, Customer represents and warrants that the Resale Certificate is valid and that Customer is entitled to be excused from the payment of otherwise applicable sales and use taxes.

"As Is" Sale. Product described as "Seconds", "Rejects", "Without Warranty", "As Is", "Damaged", "Off-Grade", or other similar designation is sold "As Is", without recourse and without warranty, express or implied. In such cases, Opdyke shall not be responsible for any defect, loss, damage, or injury caused by or related, directly or indirectly, to such product.

Delayed Delivery. Opdyke shall not be liable for any damages whatsoever arising out of delay in delivery. Stated dates of delivery are Opdyke's best approximation as to when delivery is likely to occur. "As soon as possible" or words to that effect are not sufficient expression of an essential time schedule.

Natural Products. ANY PRODUCT CONSISTING OF OR CONTAINING ANY NATURAL MATERIAL SOLD BY OPDYKE IS SUBJECT TO VARIATIONS INHERENT IN A NATURAL PRODUCT. SUCH PRODUCT WILL EXPAND AND CONTRACT SEASONALLY AS WELL AS WITH ALL CHANGES IN TEMPERATURE AND MOISTURE. REAL WOOD BOASTS UNIQUE CHARACTERISTICS AND GRADATIONS OF COLOR, GRAINING AND OTHER FEATURES WHICH ARE HALLMARKS OF NATURE'S OWN MATERIALS. NO SUCH GRADATIONS, VARIATIONS OR CHARACTERISTICS SHALL CONSTITUTE A DEFECT UNDER THE LIMITED WARRANTY, OR OTHERWISE.

Samples. All specimens exhibited or submitted by Seller as samples are intended only as an indication of general and surface characteristics, and the general layout, color and finish. The cross-section and backing material of such samples do not indicate the product to be sold by Seller, but are for display purposes only.

Quotations. Unless stated in writing otherwise quoted prices represent the offer of Seller on described product, which shall remain firm for immediate acceptance only, and are subject to change without notice thereafter.

Special Order. "Special Order" shall be defined as an order for any product not regularly stocked by Opdyke. In the event Customer rejects delivery, cancels or otherwise modifies any Special Order for which Opdyke will be charged by its supplier, Customer shall be responsible for payment to Opdyke of all costs and charges imposed upon Opdyke by its supplier, including but not limited to the full cost of the Special Order and/or any cancellation fee or restocking fee. Any deposit paid to Opdyke for such special order shall be forfeited.

Default. Customer shall be in default under this Agreement if (i) Customer fails to make payments in full when due, (ii) fails to keep any promise in this Agreement, (iii) any representation by Customer in this Agreement is false; or (iv) the legal entity (such as corporation, partnership or limited liability company) which has agreed to make payments under this Agreement merges, dissolves, reorganizes, terminates its business or existence or becomes ineligible to do business in the State of New York.

Indemnification. If Opdyke is named as a defendant in any action as a consequence of actions taken in reliance on Customer's representations under this Agreement, Customer shall indemnify and hold Opdyke harmless from any such action and Customer agrees to pay all Opdyke's costs to defend against such action, including reasonable attorney's fees.

Collection Costs. If customer defaults under the terms of this Agreement, Customer agrees to pay all collection costs and expenses, including court costs and reasonable attorney's fees of 25% of the unpaid balance.

Masculine/Feminine/Singular/Plural. All references to masculine shall include the feminine and all references to singular shall include plural.

Governing Law. This Agreement shall be governed by the laws of the State of New York.

Terms and Conditions Subject to Change. The terms and conditions contained herein are subject to change by Opdyke at any time.

REVISED 6/25/2014 1:16:00 PM

PLEASE COMPLETE A PROJECT INFORMATION SHEET FOR ANY
JOBS/PROJECTS THAT WILL HAVE PURCHASES OVER \$3000.00

PLEASE DOUBLE CHECK THAT ALL INFORMATION IS COMPLETE

PLEASE ALLOW UP TO 10 BUSINESS DAYS
TO COMPLETE THE APPROVAL PROCESS

WE LOOK FORWARD TO DOING BUSINESS WITH YOU!!!

SALES PERSON

STORE LOCATION