



COMMERCIAL AND BUILDER CREDIT APPLICATION

Name of Business _____ () Corporation () Partnership
 Mailing Address _____ () Subsidiary Corp. () Governmental Agency
 City _____ State _____ Zip Code _____ () Joint Venture () Other
 Phone _____ Credit Limit Desired \$ _____ Email: _____
 Street Address _____ Current Financial _____
 Tax ID# _____ Statement Attached: () Yes () No
 Home Office _____ How long in Business: _____
 Type of Business _____ Purchase Order Required _____

OFFICERS OR PARTNERS

Name	Title	Soc. Sec. No.	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If Subsidiary, Name of Parent Co. _____
 Address _____
 Name of Officer to Contact _____
 For further Credit Information _____

Name	Title	Phone
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BANKING

Name _____ Address _____ () Checking
 Name of Officer or Manager Handling Account _____ () Loans
 Name _____ Address _____ () Checking
 Name of Officer or Manager Handling Account _____ () Loans

TRADE REFERENCE

Name _____ Acct. No. _____ Phone _____
 Address _____
 Name _____ Acct. No. _____ Phone _____
 Address _____
 Name _____ Acct. No. _____ Phone _____
 Address _____

TERMS AND CONDITIONS

STATEMENT: In consideration of credit being extended by T.H. Rogers Lumber Co., the undersigned agrees to the following terms and conditions and understands (1) that it will be paying a Time Price as defined below; (2) that the information contained herein is being relied upon by T.H. Rogers Lumber Co. for the extension of credit; (3) that the information stated above by the undersigned is true and correct; (4) that the undersigned hereby represents that it will use the credit extended by T.H. Rogers Lumber Co. only for business purposes and that its officers/agents have agreed to use such credit for business purposes only; (5) that the undersigned agrees to make payment on or before the 10th of the month following the date of purchase. Accounts are due by the 10th of the month following date of purchase. Accounts not paid by



the 20th are subject to C.O.D terms thereafter, a late charge, designated SERVICE/FINANCE CHARGE, may be charged on all past due accounts. This charge will be computed on the basis of the maximum rate of interest allowed by the state in which the charge is applicable.

SECURITY INTEREST: T.H. Rogers Lumber Co. retains a purchase money security interest in all goods or materials provided until fully paid.

APPLICATION OF PAYMENTS: All payments made shall be generally applied to the account in payment of the following items in the following order: unpaid finance charges, other charges previously billed, current purchases. However, T.H. Rogers Lumber Co. reserves the right to apply payments in any order it chooses.

OTHER CHARGES: In addition to the charges specified otherwise herein the company/applicant agrees to pay the following charges which will be added to the account; (a) Returned Check Fee of Thirty Dollars (\$30) each time a check is delivered to T.H. Rogers Lumber Co. for payment on account and is returned unpaid; (b) an Over Limit Charge of Thirty Dollars (\$30) in the event that the company/applicant exceeds the assigned credit limit.

BILLING: The undersigned agrees to examine each periodic billing statement immediately upon receipt and to report any inaccuracies in debits, credits or computations to T.H. Rogers Lumber Co. within sixty (60) days of the billing date.

UNAUTHORIZED USE: The undersigned agrees to notify T.H. Rogers Lumber Co. in writing if the Applicant suspects that the subject credit account is being used without the Applicants permission. The Applicant will not be liable for unauthorized use of the subject account that occurs after Applicant notifies T.H. Rogers Lumber Co. in writing of the possible unauthorized use. For the purposes of this agreement unauthorized use means the use of credit for which the Applicant or its agents receives no benefit. The Applicant agrees that usage of the account by agents or employees of the Applicant are with either actual, implied or apparent authority.

MECHANIC/MATERIALMAN'S LIENS: Buyer, as an inducement to Seller to sell and deliver the items agreed upon, hereby expressly represents to Seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have the effect of releasing, waiving, or surrendering the Mechanic/Materialman's Lien right of Seller to the property to be improved. No Waivers of Lien for materials shall be required of Seller until the same shall have been fully paid for. Upon demand by Seller, Buyer shall be obligated to immediately furnish Seller with all necessary legal descriptions and all other relevant information necessary for Seller to perfect a Mechanic/Materialman's Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Sellers Mechanic/Materialman's Lien rights in the event of default by the Buyer to apply according to the terms contained herein.

DELIVERY AND PURCHASES: BUYER AUTHORIZES PURCHASES AND DELIVERIES TO BE MADE WITHOUT SIGNATURE. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, Seller may, at its option, deliver the same, and driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with good or materials placed in or upon Buyer's vehicle, even if Seller loads or helps load materials in or upon Buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Buyer's vehicle.

MATERIALS RETURNED: Unless due to Seller's error, no materials are to be returned or credit allowed without sellers prior authorization. All returns for credit must be accompanied by purchase receipt.

DEFAULT: The entire indebtedness due to T.H. Rogers Lumber Co. under this agreement shall at its option, without notice or demand, be immediately due and payable upon the occurrence of any of the following events: (a) The Applicants failure to pay when due any amounts owing under this agreement; (b) Applicant's failure to comply with any other terms and conditions of this agreement; (c) Applicant's or any guarantor's insolvency or bankruptcy; (d) the death of the sole proprietor or partner or any partnership, if the Applicant is a sole proprietor or partnership; (e) the appointment of a receiver for the Applicants property; (f) the receipt of notice that any guarantor of the Applicant's obligations hereunder has withdrawn from future liability on the guaranty; (g) the unauthorized transfer of rights or obligations by the Applicant; or (h) T.H. Rogers Lumber Co. deems itself insecure as to the Applicant's ability to pay all sums due under this agreement. T.H. Rogers Lumber Co., in addition to any rights available to it under applicable law shall have the right immediately of setoff against said indebtedness, all moneys owed by T.H. Rogers Lumber Co. to Applicant, whether or not due. If an attorney is used to enforce or collect amounts due hereunder, Applicant shall be obligated to pay, in addition, reasonable attorneys fees including contingency fees as restricted by jurisdiction and any court costs due.

CHANGE IN BUSINESS: Applicant agrees to provide T.H. Rogers Lumber Co. sixty (60) days prior written notice of its intent to transfer or sell its business, ten percent (10%) or more of its total stock, assets and or to liquidate.

FINANCIAL INFORMATION: Applicant agrees to furnish T.H. Rogers Lumber Co. annual financial statements and other information from time to time upon request. Applicant will further notify T.H. Rogers Lumber Co. in writing of any material change in its financial condition.

RIGHTS; DELAY IN ENFORCEMENT: Each right granted to T.H. Rogers Lumber Co. by this agreement or by law shall be cumulative and not exclusive and each may be exercised by it from time to time as necessary. Failure or delay of T.H. Rogers Lumber Co. to enforce any provision of this agreement shall not be deemed a waiver of such provision, and T.H. Rogers Lumber Co. is not stopped from enforcing any such provision at a later time. Any waivers hereof must be in writing and signed by the authorized agents of T.H. Rogers Lumber Co. Acceptance of any payments shall not waive or affect any prior demand or acceleration of the liabilities. T.H. Rogers Lumber Co. may release any party without notice to any of the undersigned or to any applicant, guarantors or assigns, without affecting the liability of any of the undersigned. T.H. Rogers Lumber Co. may sue one or more of the undersigned or other party without suing the others.

CONSUMER PROTECTION: Applicant represents that the subject credit account is to be used for business purposes only and acknowledges that consumer protection laws and regulations do not apply to this agreement.

AMENDMENT AND TERMINATION: T.H. Rogers Lumber Co. has the right to amend this agreement at any time upon written notice to Applicant. Any notices required to be given by T.H. Rogers Lumber Co. shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed to the Applicant at the address provided. Applicant agrees to notify us promptly of any changes in Applicants address.

ASSIGNMENT: The provisions of this agreement shall be binding upon, and shall inure to the benefit of each of the parties hereto, and their respective successors, heirs and assigns. It's understood, however, that the Applicant cannot assign its rights or duties under this agreement without the express written consent of T.H. Rogers Lumber Co. T.H. Rogers Lumber Co. May transfer its rights and obligations under this agreement and may sell or otherwise transfer amounts due or becoming due from the undersigned, in whole or in part at any time.

GOVERNING LAW: This agreement and all transactions under it will be governed by the laws of the State of Oklahoma and the applicable laws of the Untied Sates of America. The parties hereto understand, agree and expressly consent that any action to enforce this agreement or to



"We Sell to Serve Again"

collect amounts due hereunder may be brought in Delaware County, State of Oklahoma, and Applicant and Guarantor(s) hereby expressly waive objection to jurisdiction or venue in said county. In spite of the above or any provision of this agreement, the parties understand and agree that T.H. Rogers Lumber Company, at its sole discretion, may elect to bring or defend such action in the county of residence or the place of business of any party.

CREDIT APPLICANT authorizes T.H. Rogers Lumber Co. To obtain a credit report for the purpose of making a credit decision and /or collecting on this debt in case of default.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE PRIOR TO EXECUTING THIS AGREEMENT AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

The company/applicant by the authorized individuals signing below represents and warrants that the company/applicant will be legally obligated to pay for purchases and all other charges incurred as a result of this agreement. Further, company/applicant will be liable and obligated to pay for all such amounts, whether or not such use was authorized or unauthorized, and whether or not there was actual, implied, or apparent authority for such use.

GUARANTY AGREEMENT

In consideration of the extension of credit granted by T.H. Rogers Lumber Co, the undersigned does hereby personally and unconditionally guaranty payment of whatever amount the credit applicant, named on the reverse side hereof, shall at any time be owing on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the company, without obtaining any consent thereto, and until expressly revoked by written notice from guarantor to T.H. Rogers Lumber Co. and any such revocation shall not in any manner affect guarantor's liability as to any indebtedness contracted for prior thereto. The undersigned guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by T.H. Rogers Lumber Co. in collection of any amounts owed them by the credit applicant or in enforcing this guaranty agreement.

This guaranty shall be continuing, absolute and unconditional and shall be enforceable by T.H. Rogers Lumber Company.

All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived. The liability of the undersigned guarantor(s) shall be joint and several. Payment from the guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by T.H. Rogers Lumber Company.

Date _____

Insert name of business or corporation

X By: _____
Signature and Title

X _____
Guarantor (sign individually)

Guarantor (sign individually)

Guarantor (sign individually)

Credit Limit\$ _____ Approved By: _____