



## CREDIT APPLICATION & AGREEMENT

This form should be completed in full by an authorized person. Please return to the address checked on the reverse side.

**APPLICANT:**

DATE: \_\_\_\_\_

LEGAL NAME OF APPLICANT / BUSINESS: \_\_\_\_\_

BUSINESS PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

DBA (Doing Business As): \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

CELL PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

A/P EMAIL ADDRESS FOR RECEIVING MONTHLY STATEMENT(S): \_\_\_\_\_

YEAR STARTED: \_\_\_\_\_

FORMERLY KNOWN AS: \_\_\_\_\_

Will your purchases from us be exempt from state sales tax? \_\_\_\_\_ If yes, please enclose a copy of your certificate / permit.

**TYPE OF BUSINESS:**

INDIVIDUAL / SOLE PROPRIETORSHIP

CORPORATION

LIMITED LIABILITY CORPORATION (LLC)

(Check one)

GENERAL PARTNERSHIP / JOINT VENTURE

LIMITED PARTNERSHIP

OTHER (SPECIFY) \_\_\_\_\_

**PRINCIPAL OWNER(S), STOCKHOLDER(S), MEMBER(S) OR PARTNER(S):** (If Limited Partnership, include the name of the General Partner(s).)

NAME \_\_\_\_\_ NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SUPPLIER CREDIT REFERENCES:**

(Please list 3 or more)

CITY

PHONE

1. \_\_\_\_\_ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

2. \_\_\_\_\_ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

3. \_\_\_\_\_ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

4. \_\_\_\_\_ \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**BANK REFERENCE(S):**

NAME \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

OFFICER CONTACT \_\_\_\_\_

OFFICER CONTACT \_\_\_\_\_

**CREDIT TERMS AND SECURITY AGREEMENT**

To be signed by Individual Applicant or the Principal Owner, Officer, Stockholder, Member or Partner of Business Applicant

The undersigned customer represents and warrants that all the information provided herein is true and correct and that the undersigned has full authority to sign this Application on behalf of the Customer. Customer grants permission to Hughes Lumber Company ("Hughes" including in this reference all its affiliated and subsidiary entities) to make inquiries from time to time of supplier references, banks, and credit reporting agencies in connection with extending credit now and in the future. Customer agrees the entire account balance is due to Hughes by the 10th day of the month next following the statement date. A finance charge on any unpaid balance will be computed by applying an annual percentage rate of 18.0% on any unpaid balance, and is subject to change at any time. Customer consents to the venue and jurisdiction of the Courts of Tulsa County, Oklahoma, to resolve any claim or dispute between the parties. Customer, and any personal guarantor of Customer's obligations made herein, disclaims and waives all rights available under any state or federal law granting an exception from execution to facilitate enforcement of any obligation due Hughes. Customer hereby grants Hughes a security interest in all of Customer's accounts receivable, contract rights, inventory, equipment, and general intangibles to secure all obligations of Customer to Hughes, and authorizes Hughes to sign as agent with limited power of attorney for Customer, all lien perfection documents filed now or in the future. This agreement binds all successors, assigns, heirs and personal representatives of Hughes and Customer. Any legal action to enforce claims by Hughes shall entitle Hughes to collect from Customer all of its reasonable attorneys fees and costs.

The undersigned individual who is either a principal of the Applicant or a sole proprietorship of the Applicant, recognizing that his/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.

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE                                          PRINT NAME                                          SOCIAL SECURITY NUMBER  
  
\_\_\_\_\_  
TITLE

**INDIVIDUAL PERSONAL GUARANTY**  
To be signed if account is for a Corporation or LLC

The undersigned, for and in consideration for Hughes extending credit at my request to the Customer identified above hereby personally guarantee to you the payment and performance of all obligations of the Customer to Hughes and I/we bind myself/ourselves to pay Hughes on demand, all sums which may become due to Hughes from the Customer which has not been timely paid by the Customer. It is understood that this guaranty shall be a continuing, unlimited and irrevocable guaranty and indemnity of all indebtedness and obligations of the Customer to Hughes. Guarantor(s) disclaims and waives all rights available under any state or federal law granting an exemption from execution, to facilitate enforcement of any obligation due Hughes by Guarantor(s). I/we do hereby waive notice of default, nonpayment and notice thereof and consent to any modification or renewal of the Customer's obligation to Hughes hereby guaranteed. Hughes does not need to first pursue collection from the Customer before enforcing guaranty against Guarantor(s). This agreement binds all successors, assigns, heirs and personal representatives of Hughes and each Guarantor. Any legal action to enforce claims by Hughes shall entitle Hughes to collect from each Guarantor all of its reasonable attorneys fees and costs.

The undersigned Guarantor(s) recognizing that his/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.

**GUARANTORS(S):**

\_\_\_\_\_  
SIGNATURE                                          PRINT NAME                                          DATE  
  
\_\_\_\_\_  
SOCIAL SECURITY NUMBER                                          ADDRESS  
  
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE                                          PRINT NAME                                          DATE  
  
\_\_\_\_\_  
SOCIAL SECURITY NUMBER                                          ADDRESS  
  
\_\_\_\_\_  
WITNESS

**PLEASE RETURN TO HUGHES LUMBER AT THE ADDRESS CHECKED BELOW:**

- Bartlesville** Highway 75, 246 S. Osage, Dewey, OK 74029  
(918) 534-1335 Fax (918) 534-0604
- Ponca City** 705 E. Prospect St., Ponca City, OK 74601  
(580) 762-8301 Fax (580) 762-8304
- Tulsa** 5611 Bird Creek Ave, Catoosa, OK 74015  
(918) 266-9100 Fax (918) 266-9115
- Muskogee** 1425 N. York St., Muskogee, OK 74403  
(918) 683-2987 Fax (918) 683-2989
- Oklahoma City** 1500 Exchange Avenue, Oklahoma City, OK 73108  
(405) 601-8877 Fax (405) 602-8743

- Corporate Office** P.O. Box 2220, Tulsa, OK 74101  
(918) 266-9155 Fax (918) 266-9156
- Enid** 1217 N. Van Buren, Enid, OK 73701  
(580) 233-7800 Fax (580) 233-7650
- Stillwater** 605 E 3rd Ave, Stillwater, OK 74074  
(405) 372-2285 Fax (405) 372-2287
- Fairland** 19255 S Hwy 125, Fairland, OK 74343  
(918) 676-3282 Fax (918) 676-3140

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\_\_\_\_\_  
FOR OFFICE USE  
Action \_\_\_\_\_  
Date \_\_\_\_\_