



APPLICATION AND CREDIT SALES AGREEMENT

301 South Central Ave.
Lakeland, Florida 33815-4333
(863) 682-8101
FAX (863) 688-7987

Legal Business Name _____ Phone No. (____) _____ Fax No. (____) _____

Physical Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Type of Business _____ Occupational/ Contractor No. _____

Form of Business _____ Partnership _____ Proprietorship _____ Corporation/State of Inc. _____ Years in Business _____

PLEASE LIST NAMES AND ADDRESS OF OFFICERS OR OWNERS

Name of Owners or Officers	Title	Phone Number	Home Address	Social Security
1				
2				

BANK REFERENCES

Bank	Address	Phone Number	Account No./Type
1			
2			

TRADE REFERENCES

Company Name	Address	Phone Number
1		
2		
3		

Do you use purchase orders? Yes No Special Instructions: _____

Authorized Purchasers: _____

Applicant has read and agrees to be bound by all conditions of the Credit Agreement on the reverse side of this form. Signer authorizes Joyner to investigate their credit worthiness. Joyner is authorized to report to proper persons and bureaus the applicant's performance under this agreement. The persons signing this application certify that all the information contained in the application and any attachments is true and correct to the best of their information, knowledge and belief.

Signed _____
as corp. officer and individually, as Guarantor Position FL Drivers License # Date

Signed _____
as corp. officer and individually, as Guarantor Position FL Drivers License # Date

JOYNER LUMBER & SUPPLY CO
CREDIT SALES AGREEMENT

Applicant agrees with Seller, Joyner Lumber & Supply Co., 301 South Central Ave., Lakeland, Florida 33815-4333 ("Joyner") to pay for all purchases upon receipt of monthly statement. All purchases are net unless otherwise indicated on the statement. Credit limits may be established where deemed necessary by Joyner.

Applicant authorizes the Seller, Joyner, to request information from reporting agencies of its choice. Information contained on this application may be used as identification to obtain transcripts of credit information.

Charges billed, but not paid in full by the 25th day of the month following purchases will be considered past due. Applicant hereby agrees to pay a service charge of 1.5% per month (18% per annum, minimum \$1.00 per month) on all past due accounts. Further, the Applicant hereby agrees to pay all collection expenses, including reasonable attorney's fees and court costs, should Joyner elect to collect the account through legal action. Applicant and Seller consent to venue in any Polk County, Florida Court of competent jurisdiction selected by Joyner.

Applicant assumes full responsibility for all materials purchased from Joyner. In addition, all persons signing this application in behalf of a corporation, partnership or any other entity form. Joyner personally guarantee payment of all account balances and further agree that liability shall be joint and several. Applicant further agrees to notify Joyner, in writing, within ten (10) days of receipt of the monthly statement, of any discrepancies in the billing. Failure to provide Joyner with such notice shall constitute total acceptance and responsibility for prompt payment, in full of account(s).

Any limitation as to specific individual(s) who are authorized to charge to this account and/or credit limits must be provided in writing and acknowledged by Joyner.

If materials are ordered to be delivered to a construction job site, Applicant assumes liability for the materials at the time of delivery whether or not the Applicant or Applicant's representative is on hand to acknowledge receipt of delivery.

Applicant agrees that no refund will be granted unless merchandise is returned within thirty (30) days of purchase with the original invoice and said merchandise remains in original condition. All merchandise may be subject to a restocking charge.

Applicant agrees to furnish Joyner with purchase orders, notice of commencement, complete job number, the address and legal description of the real estate for each job site. For each payment made to Joyner, Applicant shall designate which job or account payment is made in accordance with Section 713.14, Florida Statutes. In the absence of specific designation by customer, Joyner reserves the right to rely on verbal and/or written instructions from customer as to the account to be credited with payment.

Joyner reserves the right to send Notices to Owners as under the guidelines stated in Florida's Construction Lien Law, to file liens on past due accounts and to use any and all legal means available to obtain payment.

With respect to all merchandise purchased from Joyner, Joyner hereby disclaims all warranties, expressed or implied, including, but not limited to any implied warranties of merchantability and fitness for a particular purpose. Applicant acknowledges that Joyner shall not be liable for any loss or damage, directly or indirectly, arising from the use of such products or for any consequential or incidental damages.

If either party brings suit against the other, in tort or contract, making any claim concerning the enforcement of this Credit Agreement or account, or making any claim that the other party has breached its contract, violated a law, engaged in fraud, breached a fiduciary duty or acted in bad faith, both parties waive the right to a jury trial in any such suit. No agent or officer of either Applicant or Joyner has authority to modify the terms of this waiver.

The terms and conditions of this Credit Sales Agreement also apply to any guarantor.