



CONSUMER CREDIT APPLICATION (NOT FOR BUSINESS USE)

Mobile Lumber & Building Materials, Inc. AL: Mobile • Daphne • Bay Minette | FL: Pensacola | MS: Gulfport

Please Mail or Fax completed form to Credit Department: P.O. Box 190610, Mobile, AL 36619 Fax: 251-660-0433 Email: billingdept@mobilelumber.com

rev 050724

PLEASE NOTE: This is NOT a revolving line of credit (i.e. like a credit card). All charges on this account must be paid in full on or before the 10th of the month following purchase.

Please tell us what this account will be used for: (Check all that apply):

- General Construction, General Remodel, General Renovation, New Primary Residence, New Second/Vacation Home, Home Addition, Household Maintenance, Kitchen Remodel, Bathroom Remodel, Appliances, Cabinetry, Other

Date / / Credit Limit Requested \$ My Salesperson is This will be Individual Account Joint Account

Applicant Information #1

NOTE: All sections and pages must be completed in full.

1. Last Name, First Name, Middle Name, Social Security No., Date of Birth, Driver's License No. Home Address, City, ST, Zip. No. of Years at this Home Address: Name as listed on Deed/Mortgage for Primary Residence: Mailing Address, City, ST, Zip. Previous Address, City, ST, Zip. Home Phone, Cell #, E-mail. Current Employer, Years There, Position, Business Phone. Employer Address, City, ST, Zip, \*Gross Monthly Income. Previous Employer, Years There, Position, Business Phone. \* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis of repaying this obligation.

Co-Applicant Information #2

2. Last Name, First Name, Middle Name, Social Security No., Date of Birth, Driver's License No. Home Address, City, ST, Zip. No. of Years at this Home Address: Name as listed on Deed/Mortgage for Primary Residence: Mailing Address, City, ST, Zip. Previous Address, City, ST, Zip. Home Phone, Cell #, E-mail. Current Employer, Years There, Position, Business Phone. Employer Address, City, ST, Zip, \*Gross Monthly Income. \* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis of repaying this obligation.

Nearest Relative

3. Last Name, First Name, Middle Name, Relationship, Address. City, ST, Zip, Phone, E-mail.

**Bank Information**

Primary Bank & Branch Location: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Account Balance \$ \_\_\_\_\_ Savings Account #: \_\_\_\_\_ Account Balance \$ \_\_\_\_\_

Do you have a construction loan or home improvement loan? ( ) Yes ( ) No If yes and account is initially to be used for new home construction or home improvement, please complete the following:

Construction Lender \_\_\_\_\_ Branch Office \_\_\_\_\_ Loan Officer \_\_\_\_\_

Loan Amount \$ \_\_\_\_\_ Lender Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contractor \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Physical address of home: Lot # \_\_\_\_\_ Unit # \_\_\_\_\_ Subdivision \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

911 Street Address \_\_\_\_\_

The following terms and conditions shall govern the credit agreement established upon extension of credit to the undersigned (hereinafter "Applicant") by Mobile Lumber & Building Materials, Inc., any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller (1) all invoices by the tenth day of the month following sale or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest in the event Applicant's account is placed in the hands of an attorney or attorneys for collection or suit instituted to collect same or any portion thereof, or for representation of Seller in connection with bankruptcy or insolvency proceedings relating to Applicant (whether or not litigation shall be commenced in aid thereof). Applicant understands that a past due balance may suspend all credit sales at the sole option of the Seller, and Applicant understands and agrees that all payments received will be applied to the oldest charge first. Applicant specifically waives benefit of all real property, personal property or other exemptions under the laws of this state or any other state.

Applicant agrees that in the event of delivery of purchased goods, risk of loss passes to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Title to Goods passes to the Applicant upon receipt of full payment of the total purchase price thereof. Any sales that result from an extension of credit by Seller shall be construed under the laws of the state where the shipment of goods originated and any lawsuits resulting from this extension of credit may be commenced in the county where the shipment of goods originated. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER.

SELLER DISCLAIMS ANY LIABILITY TO THE BUYER CAUSED BY OR RELATED TO MOLD, MICROBIAL MATTER AND FUNGUS IN CONNECTION WITH PRODUCTS SUPPLIED BY SELLER. BUYER ACCEPTS FULL RESPONSIBILITY AND AGREES TO HOLD SELLER HARMLESS AGAINST ANY/ALL CLAIMS RELATED TO MOLD, MICROBIAL MATTER AND FUNGUS UPON INSTALLATION OR USE OF THE SUPPLIED PRODUCTS. BUYER'S REMEDIES SHALL BE LIMITED TO RETURN OF UNUSED GOODS OR PRODUCTS AND REPAYMENT OF THE PURCHASE PRICE, OR REPLACEMENT OF THE UNUSED GOODS OR PRODUCTS BY SELLER, AT SELLER'S OPTION.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Applicant waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller. Applicant understands and agrees that this is the entire agreement and it can only be modified in a writing signed by Seller's duly authorized representative.

Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF BUYER AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF BUYER, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. BUYER CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO BUYER. BUYER AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

**APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.**

Applicant Signature X \_\_\_\_\_  
(Signed in my individual capacity)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*Co-Applicant: You are being asked to guarantee this debt. If the borrower doesn't pay you will have to pay the debt. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. Depending on your state, the creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.*

**APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.**

Co-Applicant Signature X \_\_\_\_\_  
(Signed in my individual capacity)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Rev 090115	MOBILE LUMBER USE ONLY		
ACCT REP # _____	P/C CODE _____	CUSTOMER TYPE CODE _____	TERMS CODE _____
CUSTOMER # _____	JOB # _____	EMAIL FOR BILLING _____	
CREDIT LIMIT _____	APPROVED BY _____	COMMENT _____	



## Paperless Invoices & Statements

To provide you with the highest quality materials and services at the lowest possible cost, we have implemented an electronic invoicing process that enables you to receive invoices and statements instantly via email. This process reduces our handling and mailing costs, and provides you with an environmentally friendly paperless invoice that doesn't have to be printed or filed, and can be saved to your computer.

**The conversion to electronic delivery means the elimination of invoicing through the US Postal Service. Therefore, we ask that you provide a primary email address for receiving your invoices and statements.**

### PLEASE CHECK YOUR STATEMENT OPTIONS

(Select one option please)

- Email invoices; invoices will be automatically sent to the Primary Email Address below
- Email statements without invoices, or  Email statements with a copy of open invoices

### PLEASE PRINT LEGIBLY

Your Account # (if known) \_\_\_\_\_ (please use a separate form for each account)

Your Company or Account Name \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Primary Email Address \_\_\_\_\_

Additional Contact (optional) \_\_\_\_\_

Additional Email Address \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

You may email completed forms to [billingdept@mobilelumber.com](mailto:billingdept@mobilelumber.com), FAX to (251) 660-0433 or mail to us at P.O. Box 190610, Mobile, AL 36619.

***Thank You! We Appreciate Your Business!***