



**Credit Department**  
**PO Box 217**  
**332 Schofield Street**  
**Curwensville, PA 16833**  
**Tel. 814-236-0220**  
**Fax 814-236-2697**

**CREDIT APPLICATION & AGREEMENT**

FOR OFFICE USE ONLY

Account #: \_\_\_\_\_ Credit Amount: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Notes: \_\_\_\_\_

Salesperson: \_\_\_\_\_

Date of Application: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

*Include all corporate designations and any trade name if applicable*

**ADDRESS INFORMATION**

COMPANY'S BILLING ADDRESS	COMPANY'S PHYSICAL STREET ADDRESS (PO Box Not Acceptable):
Street: _____	Street: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Cell Phone: _____	Fax: _____ Email: _____

**BUSINESS INFORMATION**

TYPE OF OWNERSHIP: \_\_\_\_\_ *Personal Guarantee Required If Partnership, Proprietorship, LLC or Individual*

Corporation; State of Incorporation: \_\_\_\_\_  Non-Profit  Partnership  Proprietorship  LLC  Individual

Type of Business: \_\_\_\_\_ Types of Material Required: \_\_\_\_\_ Project: \_\_\_\_\_

Estimated Monthly Purchases: \_\_\_\_\_ Are Purchase Orders Required to Charge to Your Account?  Yes  No

Do You Have Any Affiliated Businesses?  Yes  No If Yes, Name Each of Them: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_ Tax Status:  Taxable  Exempt: Certificate # \_\_\_\_\_  
Form Must Be Attached

**CORPORATION / LLC**

President: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

Vice President: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

Secretary: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

**INDIVIDUAL OWNERSHIP / PARTNERSHIP**

Name: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ SS #: \_\_\_\_\_ Home Address: \_\_\_\_\_

**BANK REFERENCES**

1. Depository Bank: _____	1. Lending Bank: _____
Type of Account: _____	Type of Account: _____
Account #: _____ Phone: _____	Account #: _____ Phone: _____

## CREDIT REFERENCES (Four Required - Do Not Use Subcontractors)

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

## AUTHORIZED BUYERS

1. \_\_\_\_\_  
2. \_\_\_\_\_

3. \_\_\_\_\_  
4. \_\_\_\_\_

**This credit application and agreement must be signed on reverse side by authorized officers of the company if corporation; all members or officers and spouse if an LLC; all partners and spouse if a partnership; or by individual and spouse applying for a sole proprietorship or personal account.**

### CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

The undersigned Purchaser(s) or Guarantor (s) (hereinafter referred to as "Purchaser") makes this Credit Application and Agreement (hereinafter "Agreement") to Lezzer Holdings, Inc. (hereinafter "Lezzer") for the extension of credit pursuant to the terms as further provided herein. Incorporated into this Agreement are the application documents submitted by Purchaser for consideration of the credit. In this Agreement, Purchaser shall also mean Debtor and will further mean each person, individual, company, entity, corporation or partnership whose name is included in the application which is incorporated in this Agreement. Lezzer shall also include any of the affiliates of Lezzer Holdings, Inc., including, but not limited to Lezzer Lumber Inc., Lezzer Truss Systems, Inc., Lezzer Commercial Door Division, Inc., Lezzer Insulation Systems, and any other Lezzer entity.

The undersigned individual who is either a principal of the credit applicant or a sole proprietor or partner of the credit applicant or Guarantor understands that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, and 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. Purchaser gives Lezzer the right to report purchaser's performance of the application/account to credit bureaus or other interested parties.

#### IF THE CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED PURCHASER AND/OR GUARANTOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Payment of Charges:** Purchaser agrees that each invoice shall be paid by the last day of the month, following the month in which the goods and/or services identified on such invoice were purchased ("Net 30 EOM"). Purchaser agrees to pay all charges when due, and in the event said charges are not so paid, Purchaser agrees to pay Lezzer a service charge of **1 1/2% per month, 18% annual percentage rate**, on the unpaid balance. Purchaser agrees to pay the posted return check charge fee for each check returned. Purchaser hereby accepts and assumes full and exclusive liability for the payment of any tax and/or assessment imposed by any present or future law or any government or governmental authority, including, but not limited to, any and all sales, use, or other tax levied by the federal, any state and/or any local government or governmental authority. Purchaser accepts responsibility for all goods purchased on credit by any of its employees or agents. Purchaser shall advise Lezzer, in writing, to the Lezzer address listed on the front of this application, if any of its agents or employees who have purchased goods on credit in the past are no longer authorized to do so. Absent receipt of such notice, Purchaser shall be liable for the costs of goods sold or services rendered to such persons.

2. **Increase/Decrease in Credit Limit/Termination of Credit:** Lezzer may, in its sole discretion and at any time, increase or decrease Purchaser's credit limit. Lezzer may, in its sole discretion and at any time, refuse to permit charges to be applied to Purchaser's account. Any increase to \$40,000 or more will require the signing of a security agreement.

3. **Delivery of Product:** Delivery of product to Purchaser may be made without obtaining signatures upon delivery.

4. **Events of Default:** If purchaser does not make a payment upon the date it is due, Purchaser shall be in default of this Agreement. Purchaser will also be in default of this Agreement if any of the following occur: the failure of Purchaser to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement or any other agreement with Lezzer which is not cured within the applicable time period provided in the Agreements: the making or any attempt by any party to make any levy, seizure or attachment upon any of the collateral secured by this Agreement: (i) the Purchaser's application (or any other party) for the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or substantial part of its property (ii) general assignment for the benefit of creditors, (iii) commencement of a voluntary case under any state or federal bankruptcy laws (are now or hereinafter in effect), (iv) adjudication as a bankrupt or insolvent company, (v) filing of a petition seeking to take advantage of any other law providing for the relief of debtors, or (vi) failure to have dismissed within thirty (30) days any petition filed against it and any voluntary case under such bankruptcy laws; the purchaser shall admit in writing its inability to pay its debts as they become due or cease operations of its present business; and/or Lezzer shall deem itself insecure. In the event of default, Lezzer shall be able to exercise any all remedies available under state law including, but not limited, to the repossession of materials pursuant to state law.

5. **Remedies:** Upon the occurrence of an Event of Default, Lezzer may, without further notice to Purchaser, declare immediately due and payable all charges made to Purchaser's account, whether or not all such charges are then due, and Lezzer may thereafter initiate legal proceedings against Purchaser or exercise any other legal or equitable rights available to Lezzer to collect such indebtedness. Purchaser agrees that if Purchaser's account is referred for collection to any attorney or agency, or if Purchaser becomes a debtor in any bankruptcy or insolvency proceeding, Purchaser will pay all costs of collection or enforcement, including, but not limited to, agency fees, court costs and attorney's commission equal to the greater of **10%** of Purchaser's total indebtedness (including services charges) to Lezzer or actual attorney's fees but in no event shall the attorney fees be less than \$1,000.00. Service charges shall continue to accrue at the rate of **1 1/2% per month** following the entry of judgement. No failure to exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder preclude any other or further exercises thereof or exercise of any other right. The remedies provided herein are cumulative and concurrent, may be pursued separately, successively or together, and may be exercised as often as occasion therefore shall arise.

6. **Consent to Jurisdiction/Venue/Waiver of Jury Trial:** This Agreement is made at Curwensville, Clearfield County, Pennsylvania, and shall be governed and construed in accordance with the laws, but not be the law of conflict of laws, of the Commonwealth of Pennsylvania. Purchaser agrees that any and all actions arising out of or in connection with the sale of goods or services or extension of credit by Lezzer shall be brought in the Court of Common Pleas in Clearfield County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania. Purchaser expressly waives any and all rights to a jury trial.

7. **Entire Agreement/Legal Construction:** This Agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement be constructed as if such invalid, illegal or unenforceable provision had never been contained herein. Any goods, services or equipment sold to Purchaser under this Agreement are sold exclusively upon the terms and conditions set forth in the Agreement, and the Purchaser expressly acknowledges and agrees that any additional or different terms offered by the Purchaser in a purchase order, acknowledgment or similar document are expressly rejected and shall not be or become part of this Agreement nor shall this Agreement be modified without the express written approval of Lezzer.

8. **Mechanics Lien** Lezzer reserves its rights under the Pennsylvania Mechanics' Lien Law as amended. All notices of any action taken pursuant to said law will be delivered to Purchaser at the address provided on the original application unless Purchaser notifies Lezzer otherwise in writing. All shipments of materials will include a property identification, address and/or owner's name. Lezzer is not responsible for any third-party claims against Purchaser as a result of any exercise of judgment pursuant to the Mechanic's Lien Law.

9. **Non-waiver** In the event Lezzer accepts any payment after the date it is due or otherwise permits Purchaser to continue to operate under this Agreement despite a default of a covenant herein, such acceptance of payment and/or waiver of covenant does not affect the due dates of any amounts on the account nor does it act as an extension of time for payments on any account remaining unpaid nor will it vitiate Lezzer's ability to enforce any covenant subsequent to the same. No claim or remedy of Lezzer arising under this Agreement may be discharged in any manner by a waiver or renunciation of any claim unless that waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer.

10. **Assignment** Purchaser shall not be permitted to assign any of its rights under this Agreement to any person, firm or corporation.

11. **CONFESSION OF JUDGMENT:** EACH PURCHASER AND/OR GUARANTOR HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD, AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT SPECIFIED IN THE LOAN AGREEMENT AND THE FAILURE OF THE PURCHASER AND/OR GUARANTOR TO CURE SUCH EVENT OF DEFAULT DURING THE APPLICABLE CURE PERIOD, IF ANY, SPECIFIED IN THE LOAN AGREEMENT, TO APPEAR FOR EACH PURCHASER AND/OR GUARANTOR AND, WITH OR WITHOUT COMPLAINT FILES, CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST EACH PURCHASER AND/OR GUARANTOR IN FAVOR OF LEZZER OR ANY HOLDER HEREOF FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST AND ALL OTHER AMOUNTS DUE HEREUNDER, TOGETHER WITH THE COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF THE GREATER OF 10% OF SUCH PRINCIPAL AND INTEREST OR \$1,000 ADDED AS A REASONABLE ATTORNEY'S FEE, AND FOR DOING SO, THIS NOTE OR A COPY VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. EACH PURCHASER AND/OR GUARANTOR HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS AND ALL RIGHTS OF APPEAL AND ALL RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE NOW IN FORCE OR HEREAFTER ENACTED. INTEREST ON ANY SUCH JUDGMENT SHALL ACCRUE AT THE DEFAULT RATE.

NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS SHALL BE DEEMED TO EXHAUST THE POWER, OR A SERIES OF JUDGMENTS, SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LEZZER SHALL ELECT UNTIL SUCH TIME AS LEZZER SHALL HAVE RECEIVED PAYMENT IN FULL OF THE DEBT, INTEREST AND COSTS. NOTWITHSTANDING THE ATTORNEY'S COMMISSION PROVIDED FOR IN THE PRECEDING PARAGRAPH IS INCLUDED IN THE WARRANT FOR PURPOSES OF ESTABLISHING A SUM CERTAIN, THE AMOUNT OF ATTORNEYS' FEES THAT LEZZER MAY RECOVER FROM THE PURCHASER AND/OR GUARANTOR SHALL NOT EXCEED THE ACTUAL ATTORNEYS' FEES INCURRED BY LEZZER.

EACH PURCHASER AND/OR GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE PURCHASER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED TO OCCUR PURSUANT TO ANY OF SUCH DOCUMENTS. ~~EACH PURCHASER AND/OR GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY~~

The undersigned certifies that all information of this Application is true and correct. The undersigned has read, understands and hereby agrees to the CONFESSION OF JUDGMENT, and intends to be legally bound by, the above terms and conditions. The undersigned also represents that he/she has full authority to enter into Agreement on behalf of the Purchaser referenced above.

IF INDIVIDUAL OR PARTNERSHIP SIGN HERE:

IF CORPORATION OR LLC SIGN HERE:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Corporation

X \_\_\_\_\_  
Signature Date

X \_\_\_\_\_  
Signature Date

X \_\_\_\_\_  
Signature Date

X \_\_\_\_\_  
Print Name of Signator and Title

**GUARANTY**

For value received, and to induce Lezzer to extend credit to Purchaser, the undersigned (the "Guarantor"), intending to be legally bound, hereby unconditionally guarantees to Lezzer the full and prompt payment, when due, of all indebtedness, obligations and liabilities of Purchaser to Lezzer, included service charges and interest applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line. Guarantor further agrees to pay all the expenses, including court costs, collection agency costs, and attorney's fees paid or incurred by Lezzer in collecting such indebtedness or any part thereof or in enforcing the Guaranty. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Purchaser, including without limitation, agreements and arrangements for payment, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Lezzer may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors of sureties, without dispensing, releasing or in any matter affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Purchaser, or simultaneously therewith, and without resort to any security. This Guaranty shall remain in force until notice in writing of termination sent via registered or certified mail, return receipt requested, is received by Lezzer, ATTN: Credit Manager, at the Lezzer address listed on the front of this application. This notice to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after the described notice is received and shall not affect transactions entered into prior to the termination date.

The undersigned personal guarantor recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, here 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 may be needed, in the credit application process.

IF GUARANTOR IS INDIVIDUAL OR PARTNERSHIP SIGN HERE:

PERSONAL GUARANTY FOR CORPORATION OR LLC SIGN HERE:

X \_\_\_\_\_  
1. Signature of Guarantor Date

X \_\_\_\_\_  
1. Signature of Guarantor Date

X \_\_\_\_\_  
Print Name of Guarantor

X \_\_\_\_\_  
Print Name of Guarantor

X \_\_\_\_\_  
2. Signature of Guarantor Date

X \_\_\_\_\_  
2. Signature of Guarantor Date

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Print Name of Guarantor

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Print Name of Guarantor

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3. Signature of Guarantor Date

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3. Signature of Guarantor Date

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Print Name of Guarantor

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Print Name of Guarantor

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4. Signature of Guarantor Date

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4. Signature of Guarantor Date

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Print Name of Guarantor

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Print Name of Guarantor