



CREDIT APPLICATION AND AGREEMENT
CHEROKEE BUILDING MATERIALS INC.
12222 E. 60th STREET * TULSA, OK 74146
PHONE (918) 252-1666 * FAX (918) 254-8870

APPLICANT:

Legal Business Name _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ E-Mail _____

Would you like your invoices/statements emailed? Yes No E-Mail _____

Person to contact regarding account _____ Phone/E-mail _____

BUSINESS INFORMATION:

Sole Proprietorship: Name _____ SS# _____

Partnership: Partner _____ SS# _____

Partner _____ SS# _____

Corporation/LLC Pres/Member _____ SS# _____

V. Pres/Member _____ SS# _____

Secretary/Member _____ SS# _____

Treasurer/Member _____ SS# _____

Federal Tax ID # _____ Tax Exemption Certificate? Yes No (If yes, please attach copy)

TRADE REFERENCES: (OTHER MATERIAL SUPPLIERS):

Name	Phone	Fax	Email
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1. _____

2. _____

3. _____

4. _____

5. _____

Credit Application & Agreement Cont'd.
Cherokee Building Materials, Inc.
12222 E 60th St., Tulsa, OK 74146

BANKING INFORMATION:

Bank _____ Branch _____

Phone _____ Fax _____ Email _____

Officer Contact _____ Account # _____ Account Type _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

I (We) hereby guarantee Cherokee Building Materials, Inc. (Seller) the prompt payment, when due, of every claim of Cherokee Building Materials, Inc. which may arise hereafter against _____

This is a continuing guarantee and shall remain in force until revoked by me (us) in writing to Cherokee Building Materials, Inc., but such revocation shall be effective only as to claims of Cherokee Building Materials, Inc. which arise out of transactions entered into after the receipt of such notice by Cherokee Building Materials, Inc. Should credit availability be granted by seller/creditor, all decisions for extending or continuing that credit availability will be at the sole discretion of the seller/creditor. Seller/creditor may increase, decrease or terminate any credit availability at any time within its sole discretion. A service charge of one and one half percent (1 ½ % per month) or (18% annually) or at the highest legal rate, whichever is less may be assessed on delinquent invoices. This obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof and shall not be affected by any surrendered or release by Cherokee Building Materials, Inc. of any other security held by it for claims hereby guaranteed by me (us) is referred for collection. I (we) agree to pay a reasonable attorney's fee for collections allowed by law on my account balance more than 30 days after the date of invoice, such interest to be payable for the period commencing on the thirty-first (31st) day after the date of the invoice. All amounts due for purchases from Cherokee Building Materials, Inc. are payable at 12222 E 60th St., Tulsa, OK 74146. The undersigned hereby makes this application for credit and agrees that all amounts payable on or before the net due date, will be paid, and if not paid on or before said date are then delinquent. Failure to pay on the next due date on each invoice shall deem the debt to be delinquent.

CHANGE OF OWNERSHIP: I/We understand that we must notify Cherokee Building Materials, Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

Signature of Authorized Responsible Party

Date

Applicant's signature attest financial responsibility, ability and willingness to pay in accordance with established terms.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Cherokee Building Materials, Inc. to investigate all references and customary credit information sources regarding my/our credit and financial responsibility. The individual who is either a principal of the credit application or sole proprietorship of the credit application, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant which may include but not limited to a consumer credit report tend from time to time as may be needed in the event of credit evaluation. I/WE certify that this request is for the extension of credit for business purposes only and for the extension of credit for personal, family or household purposes.

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants 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 of all or part of the applicant's income derives from public assistance program; or because the applicant has, in good faith, exercise any right under the Consumer Credit Protection Act. The federal agency that administers with law concerning this credit is the Federal Trade Commission, division of Credit Practices, 6th & Pennsylvania Ave., Washington, DC 20580.