

**F. D. STERRITT LUMBER COMPANY**

110 Arlington St. 617-923-1480  
 Watertown, Ma. 02472 617-923-1150 Fax

**MACLEOD & MOYNIHAN WINDOW & DOOR**

10 Wheeler Ct. 617-926-5900  
 Watertown, Ma. 02472 617-923-4031 Fax

**Commercial Credit Application**

Credit Amount Requested \_\_\_\_\_ Date of Application \_\_\_\_\_  
 Account (legal) Name \_\_\_\_\_ ("Customer"/ "Applicant")  
 Trade Name (if any) \_\_\_\_\_ ("Customer"/ "Applicant")  
 Social Security # \_\_\_\_\_ Federal ID # \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The following information must be completed in full, and will be used in connection with F. D. Sterritt Lumber Company's and MacLeod & Moynihan Window & Door's decision to grant or deny credit.

Type of Business: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ LLC \_\_\_ Limited Partnership \_\_\_ Trust.  
 Years in Business \_\_\_\_\_ Year Incorporated \_\_\_\_\_  
 Organizational Identification No. \_\_\_\_\_ Have you ever filed bankruptcy? \_\_\_\_\_ Builders License No. \_\_\_\_\_  
 If partnership or proprietorship, identify all principals, using additional sheets if necessary. If a corporation, identify the President, Secretary, and Treasurer and note titles accordingly.

Principal's Name,	Title,	Home Address (Principle Residence),	Own/Rent	Telephone#
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Principal's Name,	Title,	Home Address (Principle Residence),	Own/Rent	Telephone#
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Bank References (2 Please)  
 Name of Bank and location (checking) \_\_\_\_\_  
 Acct. # \_\_\_\_\_ Person to Contact \_\_\_\_\_  
 Name of Bank and location (Savings/Money Market) \_\_\_\_\_  
 Acct. # \_\_\_\_\_ Person to Contact \_\_\_\_\_

Trade References (3 Please) Name, Address, and Telephone of  
 Company \_\_\_\_\_  
 Company \_\_\_\_\_  
 Company \_\_\_\_\_

This information has been given for the purpose of obtaining credit and is certified and warranted to be true.  
 NOTE: Unless you advise us otherwise in writing, all employees of your business are authorized to charge on this account.

**Agreement**

All bills not paid within 30 days of the invoice date are subject to a monthly service charge of 1 and ½% simple interest. If placed for collection, Customer shall pay all costs of collection and reasonable attorneys' fees in an amount of not less than 33 1/3 percent of the gross amount due. This is a Massachusetts contract and shall be interpreted under the laws of the same. Facsimile transmission of signature shall be enforceable. THE TERMS SET FORTH IN THIS APPLICATION AS WELL AS THOSE ON F. D. STERRITT LUMBER COMPANY AND MACLEOD & MOYNIHAN WINDOW & DOOR, INVOICES, DELIVERY RECEIPTS AND/OR STATEMENTS GOVERN ALL TRANSACTIONS BETWEEN THE PARTIES. Terms and conditions set forth in any document supplied by Customer shall be null and void and are hereby specifically rejected.

Customer hereby grants F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door a security interest in all goods and materials, and proceeds there, from which it has or will purchase from F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door ("Collateral") with all of the rights of a secured creditor under the UCC. The Customer irrevocably authorizes F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door as its attorney-in fact to sign and file any UCC financing statement on its behalf. The undersigned acknowledges that Sterritt Lumber Co. and MacLeod & Moynihan Window & Door reserves all

other remedies in law and equity, and that all remedies set forth herein are cumulative thereto and agrees that the terms of this agreement are subject to change at time at Sterritt Lumber Co.'s and MacLeod and Moynihan Window and Door sole discretion. From time to time and without the undersigned's knowledge, F. D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door and its agents, employees and attorneys may gather and use any and all financial and/or credit information relating to the business entity that is the subject of this application. The undersigned individual, recognizing that his or her credit history may be a factor in the evaluation of the credit evaluation of Customer, authorizes the obtaining and use of personal consumer credit bureau reports on the undersigned individual at F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door and its agents, employees and attorneys sole discretion, and hereby indemnifies and shall hold harmless F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door from any loss, claim and/or costs resulting in the same. I/We agree that F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door may provide any such credit information to others without my/our prior consent. The invalidation of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable.

THE UNDERSIGNED ACKNOWLEDGES THAT EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, AND WAIVERS HAVE BEEN KNOWINGLY AND VOLUNTARILY MADE AND THAT EACH IS A MATERIAL FACTOR IN STERRITT LUMBER CO.'S AND MACLEOD & MOYNIHAN WINDOW & DOOR'S DECISION TO EXTEND CREDIT WITNESS OUR HANDS AND SEALS.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of person responsible for paying bill

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of person responsible for paying bill

### PERSONAL GUARANTEE OF COMMERCIAL OBLIGATIONS

In consideration of the extension of credit by F.D. Sterritt Lumber Company, MacLeod & Moynihan Window & Door, and to \_\_\_\_\_ ("Customer"), and for other good and valuable consideration, the undersigned hereby agrees to personally pay all sums of money hereafter to become due from customer, including, but not limited to legal and other costs of attempt to collect said sums from customer and the undersigned and interest rates on said sums. The personal joint and several liability of the undersigned is primary and shall not be affected by any discharge, extension of time, release of security, incorporation, merger, bankruptcy, transfer, reorganization or sale of customer's business, acceptance of compromise or any other modification of the liability of the customer, and shall not be dependent upon recourse to any remedies against the customer, except that the undersigned shall receive credit for any sum received on customer's account. THE UNDERSIGNED HEREBY WAIVES ANY NOTICE OF CHANGES IN TERMS AND AMOUNT OF EXTENSION OF CREDIT TO THE CUSTOMER, AND WAIVES ANY RIGHTS OF SET-OFF, REDEMPTION, AND COUNTERCLAIM WHICH MAY BE ALLEGED TO EXIST IN FAVOR OF THE CUSTOMER. THE UNDERSIGNED WAIVES ALL SURETY RIGHTS, RIGHTS TO PRESENTMENT, DEMAND AND NOTICE AND FURTHER WAIVES ALL RIGHTS OF AND CLAIMS TO HOMESTEAD PROTECTION WHETHER NOW EXISTING OR EXISTING IN THE FUTURE AND RECOGNIZES THAT THIS GUARANTEE IS A PERSONAL UNCONDITIONAL LIABILITY, THE UNDERSIGNED HEREBY WAIVES HIS/HER/ITS RIGHT TO A TRIAL BY JURY.

The agreement is intended to cover a running account or accounts by the customer and will remain in full force and effect, until 14 days after withdrawal by writing sent by registered mail, return receipt requested, and received at the above address. Such withdrawal shall be effective prospectively only 14 days after receipt of same prior to the expiration of said withdrawal. No right against the undersigned are waived by failure to exercise any right against the cost and including reasonable attorneys fees incurred in enforcing this agreement. This is a Massachusetts contract and shall be interpreted under its laws. The undersigned hereby submits to the personal jurisdiction of Massachusetts and further agrees that any litigation brought against F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door must be brought in a Massachusetts state court. EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, AND WAIVERS HAVE BEEN KNOWINGLY AND VOLUNTARILY MADE AND THAT EACH IS A MATERIAL FACTOR IN STERRITT'S DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNES THIS GUARANTEE KNOWINGLY AND VOLUNTARILY. The undersigned hereby authorizes against F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door, and its agents, employees, and attorneys to gather and use any and all financial and/or credit information, consumer or otherwise, from time to time without the undersigned's knowledge at against F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door's sole discretion. I/We agree that against F.D. Sterritt Lumber Co. and MacLeod & Moynihan Window & Door may provide any such credit information to others without my/our prior consent. The invalidation of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable. The undersigned acknowledges receipt of a copy of this agreement.

Witness my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(USE NO TITLES WHEN SIGNING.)

Use of title shall not \_\_\_\_\_ (Individually)  
negate individual  
liability) \_\_\_\_\_ (Individually)

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**Customer Profile**

Customer Name: \_\_\_\_\_

Authorized to Charge: (please use back of page if more than 5 names)

	FIRST NAME	LAST NAME	POSITION	MOBILE #	EMAIL ADDRESS
1					
2					
3					
4					
5					

Company Profile: (Please Check all that apply)

<input type="checkbox"/>	Residential Remodeler	<input type="checkbox"/>	Commercial General Contractor
<input type="checkbox"/>	New Home Construction	<input type="checkbox"/>	GC Interior Fitups
<input type="checkbox"/>	Decks	<input type="checkbox"/>	GC Site work and Bridge
<input type="checkbox"/>	Drywall Residential	<input type="checkbox"/>	Concrete Commercial
<input type="checkbox"/>	Residential General Contractor	<input type="checkbox"/>	Drywall Commercial
<input type="checkbox"/>	Concrete Residential	<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Part-time Remodeler	<input type="checkbox"/>	Resale
<input type="checkbox"/>	Flooring	<input type="checkbox"/>	GC Construction Management
<input type="checkbox"/>	Kitchen and Baths	<input type="checkbox"/>	Institution
<input type="checkbox"/>	Property Management	<input type="checkbox"/>	Industrial
<input type="checkbox"/>	Woodworker	<input type="checkbox"/>	Manufacture
<input type="checkbox"/>	Green Builder	<input type="checkbox"/>	Architect

Corporate Website: <http://> \_\_\_\_\_

Builders License # \_\_\_\_\_

Are you interested in On-line account access and emailed invoices:

Please provide contact: \_\_\_\_\_

Are you a member of the following associations: (Check all that apply)

<input type="checkbox"/>	NARI	<input type="checkbox"/>	Local Union (Please List)
<input type="checkbox"/>	BABG	<input type="checkbox"/>	NKBA
<input type="checkbox"/>	USGBC	<input type="checkbox"/>	OTHER (Please List) _____