



**F.D. STERRITT LUMBER COMPANY CO and
MACLEOD & MOYNIHAN WINDOW & DOOR INC.
110 ARLINGTON STREET
WATERTOWN, MASSACHUSETTS 02472
JOINT COMMERCIAL CREDIT APPLICATION**



Credit Amount Requested _____ Date of Application _____
 Account (legal) Name _____ ("Customer"/"Applicant")
 Trade Name (if any) _____ ("Customer"/"Applicant")
 Social Security # _____ Federal I.D.# _____ Telephone _____
 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/or MACLEOD & MOYNIHAN, INC.'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? _____ Builder's 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 (Principal Residence) Own/Rent Telephone #

Principal's Name Title Home Address (Principal Residence) Own/Rent Telephone #

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 Minimum)

Name, Address and Telephone of Company _____
 Name, Address and Telephone of Company _____
 Name, Address and Telephone of 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 1/2% simple interest. If placed for collection, Customer shall pay all costs of collection and liquidated attorneys' fees in an amount of 33 1/3 percent of the gross amount due and acknowledges that same is a material consideration in STERRITT's and/or MACLEOD's decision to issue credit. 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/OR MACLEOD & MOYNIHAN, INC.'S ("STERRITT AND/OR MACLEOD") RESPECTIVE 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 STERRITT and/or MACLEOD a security interest in all goods and materials, and proceeds therefrom which it has or will purchase from STERRITT and/or MACLEOD ("Collateral") with all of the rights of a secured creditor under the UCC. The Customer irrevocably authorizes STERRITT and/or MACLEOD as its attorney-in fact to sign and file any UCC financing statement on their behalf. The undersigned acknowledges that STERRITT and/or MACLEOD 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 any time at STERRITT and/or MACLEOD'S sole discretion. From time to time and without the undersigned's knowledge, STERRITT and/or MACLEOD and their respective 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 history of Customer, authorizes the obtaining and use of personal consumer credit bureau reports on the undersigned individual at STERRITT and/or MACLEOD and their respective agents, employees and attorney's sole discretion, and hereby indemnifies and shall hold harmless STERRITT and/or MACLEOD from any loss, claim and/or costs resulting from same. I/We agree that STERRITT and/or MACLEOD 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 ONLY A CONTRACT SIGNED OR RATIFIED IN WRITING BY THE CURRENT SECRETARY OF F.D. STERRITT LUMBER COMPANY AND/OR MACLEOD & MOYNIHAN, INC. AS LISTED ON THE RECORDS AT THE SECRETARY OF STATE OFFICE OF CORPORATION ARE BINDING UPON F.D. STERRITT LUMBER COMPANY AND/OR MACLEOD & MOYNIHAN, INC.

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 and/or MACLEOD'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

UNCONDITIONAL PERSONAL GUARANTY OF COMMERCIAL OBLIGATIONS

In consideration of the extension of credit by F.D. STERRITT LUMBER COMPANY AND/OR MACLEOD & MOYNIHAN, INC., 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 (as set forth above) and other costs of attempt to collect said sums from Customer and the undersigned, and interest 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 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 GUARANTY IS A PERSONAL UNCONDITIONAL LIABILITY. THE UNDERSIGNED HEREBY WAIVES HIS/HER/ITS RIGHT TO A TRIAL BY JURY.

This 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 rights against the undersigned are waived by failure to exercise any rights against the Customer upon his/her/its default. The undersigned hereby agrees to pay any and all of said sums, together with all costs 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 STERRITT and/or MACLEOD 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 and/or MACLEOD'S DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS GUARANTY KNOWINGLY AND VOLUNTARILY. The undersigned hereby authorizes STERRITT and/or MACLEOD, and their respective 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 STERRITT and/or MACLEOD's sole discretion. I/We agree that STERRITT and/or MACLEOD 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
negate individual
liability)

(individually)

(individually)

TERMS AND CONDITIONS

Orders will only be accepted subject to F.D. STERRITT LUMBER COMPANY AND/OR MACLEOD & MOYNIHAN, INC.'S ("STERRITT and/or MACLEOD") ability to furnish and at STERRITT and/or MACLEOD'S price in effect at time of shipment. Any claims for defective materials shall be waived unless written notice of specific claims is given within 24 hours of shipping, delivery or pick-up to STERRITT and/or MACLEOD of the materials claimed to be defective. STERRITT and/or MACLEOD is not liable for any back charges claimed by you due to delays in shipment. Claims within 24 hours of shipping, delivery or pick up for shortage in quantity shall be made in writing immediately; otherwise, any such claim shall be deemed to have been waived by you. Cancellations can be made only upon written consent of both you and STERRITT and/or MACLEOD, except that STERRITT and/or MACLEOD reserves the right to cancel in the event of a strike, fire, and any other cause beyond STERRITT and/or MACLEOD'S control that effects STERRITT and/or MACLEOD'S ability to deliver materials or STERRITT and/or MACLEOD'S scheduled delivery. STERRITT and/or MACLEOD cannot consent to cancellation of goods made-to-order which are in process or completed. Unless otherwise noted on any invoice, all amounts are due and payable within thirty (30) days of date of invoice. STERRITT and/or MACLEOD reserves the right to make all outstanding invoices immediately due from you if STERRITT and/or MACLEOD has reason to believe your financial condition has changed or if you have failed to timely pay any of STERRITT and/or MACLEOD'S invoices. In the event that STERRITT and/or MACLEOD makes delivery to a site designated by the Customer and no one is present to accept delivery thereof, Customer agrees that the agent, representative or employee delivering same, may initial the invoice to evidence delivery and Customer acknowledges receipt thereof. Title in all goods sold remains with STERRITT and/or MACLEOD until the goods are paid in full. Customer authorizes and consents to STERRITT and/or MACLEOD's obtaining a prejudgment writ of replevin in the event payment is not made in accordance with the established credit terms. At the request of STERRITT and/or MACLEOD, Customer shall assemble the collateral at a place and time designated by STERRITT and/or MACLEOD. Customer agrees that STERRITT and/or MACLEOD may assign or sell their respective rights to recover payment arising from or related to Customer's purchase from STERRITT and/or MACLEOD. The Customer may not assign any rights or obligations. THE CUSTOMER AGREES THAT STERRITT and/or MACLEOD SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE CUSTOMER HEREBY: (1) WAIVES ALL RIGHT TO TRIAL BY JURY; (2) IS SUBJECT TO THE PERSONAL JURISDICTION OF THE COURTS OF MASSACHUSETTS; (3) AGREES THAT ANY LITIGATION BROUGHT AGAINST STERRITT and/or MACLEOD MUST BE BROUGHT IN A STATE COURT OF MASSACHUSETTS HAVING PROPER VENUE; (4) WAIVES ALL RIGHTS OF SET OFF AND COUNTERCLAIM; AND (5) WAIVES ALL CLAIM TO HOMESTEAD PROTECTIONS, EXEMPTIONS AND/OR EXCLUSIONS WHETHER EXISTING NOW OR IN THE FUTURE. STERRITT AND MACLEOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS AND OF MERCHANTABILITY OF ANY OF THE GOODS AND SERVICES WHICH IT PROVIDES TO THE BUYER. IN ADDITION, STERRITT AND MACLEOD HEREBY DISCLAIMS THE IMPLIED WARRANTY OF HABITABILITY AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES NOT SET FORTH HEREIN. STERRITT AND MACLEOD MAKE NO EXPRESS WARRANTIES BEYOND THE DESCRIPTION OF THE MATERIALS AND BUYER AGREES THAT STERRITT AND MACLEOD SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM SERVICES RENDERED AND/OR MATERIALS PROVIDED. **THESE TERMS AND CONDITIONS ARE IN ADDITION TO AND SUPPLEMENT THOSE SET FORTH IN THE CREDIT APPLICATION.**

Note: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has 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 Protection Act. The Federal Agency that administers compliance with this law concerning credit is the Federal Trade Commission.

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) _____