



Contractor - Commercial Credit Application

To Moore Lumber & Hardware Co., Inc. 22 W. Main St., Ayer, MA 01432 Phone 978-784-4254 Fax 978-772-8540

Sales Assoc.: _____ Requested Credit Line: \$ _____ Date: _____

IMPORTANT NOTICE: This application, Terms agreement and guaranty must be fully completed and signed before it can be processed.

Business Name: _____ Phone: _____

Address: _____ Fax: _____

City, State, Zip Code: _____ Cellular: _____

Billing Address: _____

Name or Owner or Principal Officer: _____ SS No.: _____

Address: _____

City, State, Zip Code: _____ Phone: _____

Email Address: _____ Invoices Y N Statements Y N

Date Business Started: ___/___/___/ Net Worth: \$ _____ Annual Sales: _____ FID No.: _____

Type of Business: General Contractor Subcontractor Remodeler Commercial

Tax Exempt Number: _____ (if applicable, please provide Tax Exempt Certificate) Contractor's State License Number: _____

Proprietorship Partnership Corporation Trust Other: _____

BILLING REQUIREMENTS: P.O. Required Sales Tax Exemption Authorized Purchasers (Please attach list)

REAL ESTATE OWNED: List below all real estate owned by the applicant: (Attach list if necessary)

Address: _____ Mortgagee: _____ Owner: _____

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BANK REFERENCES: Savings Checking Loans **CONSTRUCTION AND MORTGAGE LOANS:**

Name: _____ Name: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

Account Number: _____ Account Number: _____

Officer to Contact: _____ Officer to Contact: _____

BUILDING MATERIAL TRADE REFERENCES:

Name: _____ Name: _____

City, State, Zip: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

Name: _____ Name: _____

City, State, Zip: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

OUR TERMS:

- In consideration of Moore Lumber & Hardware Co., Inc. and/or subsidiaries selling to me or to my agent(s) I (we) agree to the following terms:
- 1) To pay the monthly statement in full before the 30th of the month following the month of purchase.
 - 2) In the event of default of the forgoing (1), I (we) agree to pay a finance charge of 1.5% monthly (18% per annum) on all unpaid past due balances.
 - 3) In the event of nonpayment, I (we) agree to pay all costs and expenses of collection including reasonable attorney fees.
 - 4) I (we) authorize the bank(s) and/or supplier(s) stated above and any credit bureaus to disclose any credit reference information requested to secure a line of credit.
 - 5) This agreement and all charges on the account are subjected to the approval of the Moore Lumber & Hardware Co., Inc. Credit Department.
 - 6) Purchases and/or deliveries are authorized to be made without signatures.
 - 7) I (we) agree that Moores Lumber & Hardware Co., Inc. may, in accordance with applicable laws, replevin any materials supplied under this agreement.
 - 8) The Guaranty on reverse side is expressly incorporated here in.
 - 9) Terms are subject to change without prior notice.
 - 10) No prompt pay discount will be allowed if payment is charged to a credit card.
 - 11) I (We) agree to pay a restocking fee for all materials picked up at jobsites.
 - 12) I (We) agree special orders are non refundable.

DATE: _____ **SIGNATURE:** _____ **TITLE:** _____

Applicant's signature (must be signed by individual with title included.) If property in joint names all signatures required: _____

Moore Lumber & Hardware Co., Inc.

22 West Main Street, Ayer, MA 01432

Phone: 978-784-4254

www.moorelumber.com

Applicant's Name

Guaranty

In consideration of extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally guarantees the timely payment to you of all sums, even if in excess of the applied for, or established credit limit, now due or which may hereafter become due and payable by virtue of extension of credit to the applicant, including without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, 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 the time and amount of extension of credit to the Customer, as well as rights of set-off, redemption and counterclaim which may be alleged to exist in favor of the Customer.

This agreement is intended to cover a running account of accounts by the Customer and will remain in full force and effect until 14 days after withdrawn by writing sent by registered mail, return receipt requested and received at the above address. Such withdrawals shall be effective prospectively only, and this agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from customer as a result of transactions through and including the date 14 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization, filing of bankruptcy or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums together with all legal and other costs including attorney's fee of enforcing the agreement contained herein both as against the Customer and the undersigned. If any one part of this agreement is deemed to be unenforceable then all other terms shall survive.

This agreement shall be effective immediately.

Witness my / our hand(s) and seal(s) this _____ day of _____ 20 _____

WITNESS

INDIVIDUALLY AS GUARANTOR

INDIVIDUALLY AS GUARANTOR

INDIVIDUALLY AS GUARANTOR

Managers/Sales Associate comments & recommendations:
