



CAPE COD LUMBER COMPANY, INC.

A Name You Can Build On

403 Bedford Street, P.O. Box 2013, Abington, MA 02351

Phone: 781-878-0715 Fax: 781-871-6726

Toll Free: 800-698-8225

APPLICATION FOR CREDIT

Business Name: _____ Business Start Date: _____

Address: _____

Telephone #: _____ Fax #: _____ Cellular #: _____

Business Type: Proprietorship _____ Partnership _____ Corporation _____ Email _____
 Joint Venture _____ Other _____

Name of Owner or Principal Officer: _____

Address: _____

Social Security #: _____ Date of Birth: _____

Telephone #: _____ Fax #: _____ Cellular #: _____

Credit Line Requested: \$ _____ Reason for Account: _____

BANK REFERENCES

Name: _____ Contact/Telephone: _____

Checking Acct. # _____ Savings Acct. # _____ Loan Acct. # _____

Construction/Mortgage Loans

Name: _____ Contact/Telephone: _____

COMMERCIAL TRADE REFERENCES

| | |
|------------------|----------------------|
| NAME OF SUPPLIER | ADDRESS/TELEPHONE #: |
| NAME OF SUPPLIER | ADDRESS/TELEPHONE #: |
| NAME OF SUPPLIER | ADDRESS/TELEPHONE #: |

TERMS AND CONDITIONS

- In consideration of Cape Cod Lumber Co., Inc. (CCL) selling to me or to my agent(s), I (we) agree to the following:
- To make payment in full on the designated due date following the date of purchase as indicated on the monthly statement.
 - In the event of default on foregoing paragraph (1), I (we) agree to pay a finance charges of 1-1/2% per month.
 - In the event of non-payment, I (we) agree to pay all costs and expenses of collection including attorney fees.
 - I (we) authorize the references stated above to disclose any credit information requested to secure a line of credit.

Business Name: _____ Date: _____

Signature: _____ Title: _____



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APPLICANT'S NAME

Telephone #

BILLING REQUIREMENTS

- 1. PURCHASE ORDER REQUIRED? _____ ORAL: _____ WRITTEN: _____
- 2. SALES TAX EXEMPT? _____ (Please enclose copy of tax certificate)
- 3. SEPARATE STATEMENTS FOR LOT BILLING? _____

AUTHORIZED PURCHASERS ON ACCOUNT

PLEASE PROVIDE US, IN THE SPACE BELOW, WITH THE NAMES OF PEOPLE AUTHORIZED TO CHARGE PURCHASES TO YOUR ACCOUNT. WITH THIS INFORMATION, WE CAN SAFEGUARD YOUR ACCOUNT FROM UNAUTHORIZED CHARGES. IF THERE IS A CHANGE IN AUTHORIZATIONS, PLEASE INFORM US IN WRITING IMMEDIATELY OR WE ARE NOT RESPONSIBLE FOR CHARGES INCURRED BY SAID PERSON(S). INDIVIDUALS NOT LISTED AS AUTHORIZED WILL NOT BE ALLOWED TO CHARGE TO YOUR ACCOUNT.

| | |
|--|--|
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| | |
| | |

*******OFFICE USE ONLY*******

CREDIT APPROVED: YES _____ NO _____

CREDIT LIMIT: _____

COMMENTS: _____

SIGNED: _____

DATE: _____



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CONTRACT AGREEMENT

PURCHASER (owner): _____
PURCHASER (owner): _____
PURCHASER (contractor): _____

and **SELLER** (subcontractor): **Cape Cod Lumber Company, Inc., a Massachusetts Corporation.**

Materials purchased are to be used in the erection, alteration, repair or removal of a building or structure on the land designated as:

Lot # _____ and/or Street # _____
Town/City _____, State _____
County _____ Deed Recorded in Book _____, Page _____.

This offer must be signed and accepted by the buyer within five (5) days after the Contract Date. The offer is subject to the approval of the credit department of the seller. Any additional materials delivered by seller to this property or to buyer or his agent shall become an addition to this contract and subject to the terms and conditions of the original contract, except that the price for the additional materials shall be the prevailing price at the time of delivery.

Buyer hereby constitutes as his agent to accept delivery and receipt for all materials delivered under this contract, any person engaged in the performance of labor upon the premises where delivery is to be made, and authorizes seller to leave the materials on the premises if no one is there to accept and receipt for same. Seller shall not be responsible for the disposition of any materials after such delivery to the premises or pick-up by buyer or his agent.

Seller shall be under no obligation to deliver, or continue to deliver, materials under the terms of this offer should the credit standing of buyer be, or become unsatisfactory to the seller. Buyer agrees to pay a service charge computed at an annual percentage rate of 18% (1.5% per month) on all balances remaining unpaid 30 days after the month of purchase; and if the account is paid in full by the 10th of the month following the month of purchase, a discount as shown on the statement may be taken. It is understood that breach of the terms of this contract by buyer terminates all obligations of seller for remaining and/or additional materials. Buyer herein agrees to pay all reasonable legal or collection expenses if such services are required to collect the outstanding balance under this contract. Buyer further agrees that seller may replevin any materials supplied that still have commercial use.

This offer is for materials at the prices specified and must be shipped within the time frame specified. Seller assumes no liability for errors and/or calculations in sizes, lengths and quantities. All stenographic and clerical errors are subject to correction. This contract is contingent upon strikes, fires, accidents, or causes beyond control of seller. Seller is not responsible for delay in delivery of any materials. All quantities taken off by us are our best estimate only. We cannot assume responsibility for actual quantities used.

Seller makes no warranties, express, implied, or of merchantability which extend beyond the description of the materials. Buyer waives any claim for shortage unless such claim is made in writing to seller within twenty-four hours after delivery. Buyer agrees that seller shall not be liable for any consequential damages.

Accepted and signed under seal this _____ day of _____, 20__.

SELLER: _____ **PURCHASER:** _____
_____ **OWNER SIGNATURE**
_____ **OWNER SIGNATURE**
_____ **CONTRACTOR SIGNATURE**

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PERSONAL GUARANTEE

APPLICANT'S NAME

In consideration of Cape Cod Lumber Company, Inc., extending credit to the applicant, the undersigned hereby personally and unconditionally guarantees the timely payment to Cape Cod Lumber, Inc., of all sums, even if in excess of the amount applied for, or established credit limit, now due or which may become due and payable by virtue of the 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.

This guarantee is irrevocable and is intended to cover a running account and/or multiple lot/job accounts by the Customer and will remain in full force and effect until thirty (30) days after withdrawn by a writing sent by registered mail, return receipt requested, at the above address. Such withdrawal shall not affect any Guaranteed Obligation created through the date thirty (30) days after said withdrawal is received. The undersigned hereby agrees to pay any and all of said sums, together with any legal and other costs, including attorney's fees, of enforcing the agreement contained herein both as against the Customer and the undersigned. This agreement is a Massachusetts contract and shall be interpreted under the laws of said Commonwealth and shall be effective immediately. This agreement is binding upon the undersigned, his or her administrators, executors, heirs, and assigns.

The undersigned consents to Cape Cod Lumber Co., Inc., obtaining a consumer credit report on guarantor for the purpose of evaluating the credit worthiness of guarantor, in connection with an application for business credit.

Witness my/our hand(s) this _____ day of _____, 20__

INDIVIDUAL SIGNATURE AS GUARANTOR: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

INDIVIDUAL SIGNATURE AS GUARANTOR: _____

ADDRESS: _____

SOCIAL SECURITY #: _____