



BUSINESS CREDIT AGREEMENT

This entire application form must be completed, including the attached Guaranty.

Name of Business: _____ Phone #: _____
 Trade Name: _____ Fax#: _____
 Cell Phone # _____ # Years in Business: _____
 Website address: _____ E-mail address: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
 Shipping Address: _____ City: _____ State: _____ Zip: _____
 Business premises are: owned leased rented

Type of Business (please check):

Sole Proprietorship Partnership Corporation Other - describe _____
 If Incorporated: State of Incorporation _____ Year of Incorporation _____
 FID # _____ Annual Sales (\$) _____

Have you done business under any other name? If so, what name and address? _____
 Person to contact in accounts payable: _____

Officers, Principals and Owners (provide this information on all officers and owners):

Percentage	Name and Home Address	D.O.B.	Social Security #	Title(s)	Ownership
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Bank Reference (state branch and contact): _____

Three Trade References, Addresses, Phone and Fax Numbers, Account Numbers

1. _____
2. _____
3. _____

Estimated Monthly Purchases \$ _____ **Credit Line Requested** \$ _____

Names of Individuals authorized to charge on behalf of the Business:

Names:	Titles:
_____	_____
_____	_____

Applicant agrees that Hingham Lumber Company, Inc. has a right to conduct a credit investigation over and beyond the references listed above.



TERMS & CONDITIONS

Credit Terms: All accounts exceeding 60 days past initial statement date will be put on hold until payments are made to bring the account to a current status. Names of individuals authorized to use this account are to be stated in writing by the customer.

Discount Terms: Balances paid in full by the 10th day of the following month of purchase (**Invoice Date**) are allowed a 2% discount. ***Cash or Check Only. Bankcards are not accepted for the 2% discount.***

Finance Charges: Finance Charges will be assessed on all balances exceeding 30 days of initial statement date. The finance charge is calculated at 1.5% of the outstanding balance not to exceed an annual percentage rate of 18.0%, or the maximum permitted by law, whichever is greater.

Check Return Policy: Our check return policy is to charge a \$25 administrative fee for each check returned from the customer’s financial institution, plus whatever charge is assessed by our bank.

Product Return Policy: The customer is responsible to make all merchandise returns with 30 days of the date of purchase. Special Order sales are final unless otherwise notified by Hingham Lumber Company. Hingham Lumber Company reserves the right to charge a minimum of 10% for all returned merchandise and 10% additional for pick-up of returned merchandise.

Collection Policy: If this account is placed for collection, I/We agree to pay all charges for collection, including attorney fees, court costs and all recording or filing fees.

NO ALTERATION OF PAYMENT CONDITIONS WILL BE ACCEPTED UNLESS APPROVED IN WRITING BY HINGHAM LUMBER COMPANY.

By signing below I represent that my business is a valid business entity, that I am an authorized representative of the business with authority to enter into this credit application agreement and that my business always requires a written contract signed by the property owner for all projects. On behalf of my business, I certify that all information provided in this application is complete and accurate and I authorize Hingham Lumber Company to obtain information about my business and me personally from the bank and trade references listed above, from credit reporting agencies and other resources Hingham Lumber Company deems appropriate in considering this application.

I agree to immediately notify Hingham Lumber Company of any change of address, or in ownership or form of business.

SIGNED UNDER SEAL ACKNOWLEDGING MY UNDERSTANDING OF CREDIT TERMS & CONDITIONS

Signature _____ Date: ____/____/____

Company Title _____

(Internal Use Only)

Credit Line Approved \$ _____ Account # _____



PERSONAL GUARANTY

In consideration of Hingham Lumber Co., Inc.'s ("Hingham Lumber") extension of credit to the applicant/customer ("Customer") under that certain Credit Application and Agreement of even date, the undersigned hereby unconditionally, personally and individually guarantees the timely payment to Hingham Lumber of all sums, even in excess of the applied for or established credit line now due or that may hereafter become due and payable by virtue of Hingham Lumber's extension of credit to the Customer, including without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from the Customer and the undersigned and lawful interest at the rate of 1.5% per month (18% per annum) plus costs and expenses on said sum.

The liability of the undersigned shall be primary and if more than one person or entity signs this Guaranty shall be joint and several and shall not be effected 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 any 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 time and amount of extension of credit to the Customer including rights of set off, redemption and counterclaim that may be alleged to exist in favor of the Customer. Hingham Lumber may, at its sole election, pursue collection under this Guaranty without first attempting to collect the debt from the Customer.

This Guaranty is intended to cover any and all of the Customer's accounts with Hingham Lumber or those accounts in the name of any agent or related entity, including any accounts opened by Hingham Lumber subsequent to this Agreement. This Personal Guaranty is irrevocable and it is intended to cover all accounts of the Customer and will remain in full force and effect until thirty (30) days after withdrawn by a letter, in writing, sent by certified mail, return receipt requested and received at Hingham Lumber's business address. Such withdrawal shall be effective prospective only and this Guaranty 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 thirty (30) days after said withdrawal is received. Upon cancellation of this Guaranty, Hingham Lumber reserves the right to terminate the Customer's credit account.

This Personal Guaranty is a Massachusetts' contract and shall be interpreted under the laws of said Commonwealth of Massachusetts and shall be effective immediately. This Agreement shall be binding upon the undersigned, his/her/its administrators, heirs, executors and assigns. The incorporation, merger, reorganization or sale of Customer's business, property or assets shall not operate as a termination of this Personal Guaranty.

Further, it is hereby agreed and acknowledged that any and all claims, disputes, suits and/or controversies whatsoever arising from or in connection with this Personal Guaranty, shall be commenced, filed and litigated, if at all, before a court of proper jurisdiction located in the Commonwealth of Massachusetts.

The undersigned consents to Hingham Lumber obtaining a consumer credit report on Guarantor for the purpose of evaluating the credit-worthiness of Guarantor and the Customer with an application for business credit.

Witness our hands and seals on the date set forth below.

Individually as Guarantor

Individually as Guarantor

(Printed Name)

(Printed Name)

(Address)
SSN: _____

(Address)
SSN: _____

Witness

Witness

(Printed Name)

(Printed Name)