



P.O. Box 193 • 36 Prospect Street, Woburn, MA 01801-0654

Call toll free: (800) 286-0057 • tel: (781) 933-0057 • fax: (781) 932-6649

CREDIT APPLICATION

Credit Amount Requested _____ Date of Application _____

Account Name (Legal) _____
(Customer / Applicant)

Trade Name (if any) _____
(Customer / Applicant)

SS # _____ Federal ID # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Web Site / Email Address _____

The following information must be completed in full, and will be used in connection with E. G. BARKER LUMBER COMPANY, INC.'s decision to grant or deny credit.

TYPE OF BUSINESS:

___ Corporation ___ Partnership ___ Sole Proprietor ___ LLC ___ Limited Partnership ___ Trust ___ Other
Number of years in business ___ Year incorporated? _____ Have you ever filed bankruptcy? ___

If Partnership or Sole Proprietor, identify all principals, using additional sheets if necessary. If a corporation, identify the President, Secretary, and Treasurer and note titles accordingly.

Name _____ Title _____

Home Address _____ Own ___ Rent ___ Phone _____

Name _____ Title _____

Home Address _____ Own ___ Rent ___ Phone _____

Name _____ Title _____

Home Address _____ Own ___ Rent ___ Phone _____

Name _____ Title _____

Home Address _____ Own ___ Rent ___ Phone _____

BANK REFERENCES (Two Please):

Name of Bank and Location _____

Checking Account # _____ Contact _____ Phone _____

Name of Bank and Location _____

Savings/Money Market Account # _____ Contact _____ Phone _____

TRADE REFERENCES (Three Please):

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

I/We authorize the following individuals to charge goods purchased from you to My/Our Credit Card:

I/We may change the authorized individuals from time to time by written notice to you at address where payments are sent.

TERMS AND CONDITIONS OF SALE

The undersigned applicant(s) acknowledge that all bills are due and payable within thirty (30) days of the invoice date and that balances over thirty (30) days are subject to a service charge of 1-1/2% per month simple interest on the overdue balance. In the event E. G. BARKER LUMBER COMPANY, INC. tuns this account over for collection, the undersigned applicant(s) shall pay all charges of collection, including but not limited to reasonable attorneys' fees in the amount of not less than 33 1/3 percent of the outstanding principle and interest, and court costs. This is a Massachusetts contract and shall be interpreted under the Laws of the same. THE UNDERSIGNED AGREE THAT E. G. BARKER LUMBER COMPANY, INC. SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND HEREBY (1) WAIVE ALL RIGHT TO TRIAL BY JURY; (2) SUBJECT THE APPLICANT AND YOURSELF TO THE PERSONAL JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS; (3) AGREE THAT ANY LITIGATION BROUGHT AGAINST E. G. BARKER LUMBER COMPANY, INC. MUST BE BROUGHT IN A COUNRT OF THE COMMONWEALTH OF MASSACHUSETTS HAVING PROPER VENUE; (4) WAIVE ALL RIGHTS OF SET OFF AND COUNTERCLAIM; (5) WAIVE ALL CLAIM TO HOMESTEAD PROTECTIONS, EXEMPTIONS AND /OR EXCLUSIONS WHETHER EXISTING NOW OR IN THE FUTURE; AND (6) I/WE AUTHORIZE E. G. BARKER LUMBER COMPANY, INC. TO LEAVE PRODUCT ON THE JOB SITE WITHOUT A SIGNATURE.

This information has been given for the purpose of obtaining credit and is certified and warranted to be true. The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents and authorizes the use of a consumer credit report on the credit applicant and on the undersigned individually by E. G. BARKER LUMBER COMPANY, INC. and its agents, employees and attorneys, at any time. I/We agree that E. G. BARKER LUMBER COMPANY, INC. may provide any such credit information to others without my/our prior consent.

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 E. G. BARKER LUMBER COMPANY, INC.'S DECISION TO EXTEND CREDIT.

Date

Signature of person responsible for paying bill

Date

Signature of person responsible for paying bill



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PERSONAL GUARANTY OF COMMERCIAL OBLIGATIONS

In consideration of the extension of credit by E. G. BARKER LUMBER COMPANY, INC., to

_____ ("Customer"),
and for other good and valuable considerations, the undersigned hereby agrees to personally pay all sums of money hereafter to become due from the Customer, including, without limiting the generality of the foregoing, legal 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 GUARNATY 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 fourteen (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, fourteen (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 legal and other costs, including reasonable attorneys' fees of not less than 33 and 1/3 percent of the amount due for enforcing this agreement as set forth herein both as against the Customer and the undersigned guarantor. This is a Massachusetts contract and shall be interpreted under the Laws of the same. The undersigned hereby submits him/her/its self to the personal jurisdiction of Massachusetts and further agrees that any litigation brought against E. G. BARKER LUMBER COMPANY, INC. must be brought in a Court of Massachusetts having proper venue.

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 E. G. BARKER LUMBER COMPANY, INC.'S DECISION TO EXTEND CREDIT.

THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTNADING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS GUARANTY KNOWINGLY AND VOLUNTARILY.

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)