



Ware-Butler
Building Supply

Credit Application & Agreement

PLEASE TYPE OR PRINT

DATE: _____

ACCT NAME: _____

*Corp _____ *Trust _____

Address _____

*Part _____ *Proprietorship _____

City/Zip _____

Mailing Address _____

City/Zip _____

Tel. No. (Business) _____

(Home) _____

Fed. ID No. _____

Soc. Sec. No. _____

PRINCIPALS

Drv. Lic. No. _____

Name _____

Name _____

Home Address _____

Home Address _____

City/Zip _____

City/Zip _____

Soc. Sec. No. _____

Soc. Sec. No. _____

Drv. Lic. No. _____

Drv. Lic. No. _____

BANK REFERENCES

Savings Bank Name _____ Address _____ Tel. _____

Checking Bank Name _____ Address _____ Tel. _____

Acct # _____

SUPPLIER/COMMERCIAL REFERENCES (2 must be local & active)

1. Name _____ Address _____ Tel. _____

2. Name _____ Address _____ Tel. _____

3. Name _____ Address _____ Tel. _____

PERSONAL REFERENCE (someone who does not reside with applicant)

1. Name _____ Address _____ Tel. _____

Amount of Credit Requested: \$ _____ Annual Sales: \$ _____

I hereby certify that all statements accompanying and contained in this application are true and made for the purposes of obtaining credit and consideration of Ware-Butler, Inc selling to me or my agent(s), I agree to the following credit terms:

- (1) To pay the account in full by the 15th of the month.
- (2) To pay interest on all past due amounts at an annual rate of 18%.
- (3) If this account is placed for collection, I agree to pay all costs of collection including reasonable attorney's fees. I further agree that a reasonable attorney's fee shall be up to 33% of my account balance.
- (4) The undersigned authorize any credit investigation needed for action on this credit application and hereby indemnify the above company Trade Credit Corporation, from any liability resulting from their credit survey. It is also acknowledged and agreed that accounts receivable information may be reported by the company to various consumer and commercial credit agencies.

EXECUTED AS A SEALED INSTRUMENT

Sign: _____

Sign: _____

Title: _____

Title: _____

SIGNATURE MUST BE THAT OF A PRINCIPAL. If property is owned in joint names, all signatures required.

14 North Street, Waterville, ME 04901 Phone 207-873-3371/1-800-244-3371 Fax 207-873-5719

OFFICE USE ONLY: Approved (Y/N) _____ Date: _____ Credit Limit: _____

PERSONAL GUARANTY

In consideration of the extension of credit by Ware-Butler, Inc. to:

(hereinafter referred to as "The Customer"), and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and hereafter, to become due from the Customer, 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 Customer.

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 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 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 fees of enforcing this agreement contained herein both as against the customer and the undersigned.

This agreement is a Maine contract and shall be interpreted under the Laws of the same.

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

(individually)

USE NO TITLES WHEN SIGNING
(e.g. President, Trustee, etc.

(individually)

(individually)

(REQUIRED)
SIGNED IN THE PRESENCE OF:
