



2502 Cranberry Highway  
 Wareham, MA 02571  
 508-295-1170  
 FAX 508-295-4394

Date: \_\_\_\_\_

ACCT. NAME \_\_\_\_\_ \*Corp \_\_\_\_\_ \*Trust \_\_\_\_\_  
 Address \_\_\_\_\_ \*Part \_\_\_\_\_ \*Proprietorship \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ \*Individual \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Tel. No. (Business) \_\_\_\_\_ (Home) \_\_\_\_\_  
 Fed. ID No. \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**PRINCIPALS**

Name \_\_\_\_\_ Name \_\_\_\_\_  
 Home Address \_\_\_\_\_ Home Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Soc. Sec. No. \_\_\_\_\_ Soc. Sec. 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. \_\_\_\_\_
4. Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_

**Authorization To Check Credit**

The above information is warranted to be true and the undersigned agrees to inform the Edwin L. Morse Co., Inc. of any changes and furthermore hereby authorizes the Edwin L. Morse Co., Inc. to investigate applicant's credit and references as listed above.

**Terms**

Terms are \_\_\_\_\_% 10<sup>th</sup> of the following month, net 28<sup>th</sup>. Interest of 1-1/2% per month (18% annually) on all balances outstanding after 30 days. Accounts in arrears for 30 days or more will be limited to cash or C.O.D. until the account is within terms. The Edwin L. Morse Co., Inc. reserves the right on any unpaid balance existing after 30 days from initial billing to turn same over to collection agent and or attorney for collection. Customer agrees to be responsible for cost of collection including collection fees and or attorney's fees at the rate of 33-1/3% charged by such agent or attorney or actual billing of agent or attorney, whichever amount is greater, plus court costs and interest on any unpaid amounts at the rate of 18% from the date the payment is due. Should any controversy arise between the parties hereto, it is agreed that Massachusetts law shall govern. The parties agree to submit to the personal jurisdiction of the Commonwealth of Massachusetts, Plymouth County, Superior and/or District Court, and that service of process can be effectuated by certified mail, return receipt requested, at the undersigned's address as set forth herein.

**Termination**

This application and agreement to extend credit shall remain in full force and effect until otherwise terminated in writing. All purchases that are made and not paid for at the time of purchase shall be subject to the terms of this credit agreement. The sending of notice postage prepaid, Return Receipt Requested to either party at their address as listed herein shall be deemed adequate notice.

**Applicant**

**Edwin L. Morse Co., Inc.**

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Personal Guaranty

In consideration of the extension of credit by Edwin L. Morse Co., Inc., to the applicant (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, including all costs of collection at a rate of 33-1/3% charged by such agent or attorney or actual hourly rate of agent or attorney, whichever amount is greater, and other costs of attempts to collect said sums from the Customer and the undersigned, and lawful interest at the rate of 18%.

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 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 Massachusetts contract and shall be interpreted under the Laws of the same.

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

1. \_\_\_\_\_  
Individually

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

2. \_\_\_\_\_  
Individually

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Check Any That Apply

- Builder - Lic. # \_\_\_\_\_
- Sub-contractor, Type \_\_\_\_\_
- New Home Construction     Remodeling
- Commercial     Other \_\_\_\_\_
- Homeowner         Contact at E.L. Morse \_\_\_\_\_

For Office Use Only

Maximum Credit Given \_\_\_\_\_  
 Category \_\_\_\_\_  
 Credit Classification \_\_\_\_\_  
 Tax Status \_\_\_\_\_

Restricted Users \_\_\_\_\_  
 Account Number \_\_\_\_\_  
 Date Opened \_\_\_\_\_  
 Opened By \_\_\_\_\_