



CREDIT APPLICATION & PERSONAL GUARANTEE

Instructions

*Please complete all sections (missing information will delay processing)
Sign appropriate section of this form including personal guarantee*

Salesman _____

Date _____

Division _____

Credit Line Requested \$ _____

BUSINESS LEGAL NAME _____ DATE ESTABLISHED _____

TRADE NAME IF ANY _____

ADDRESS _____

BUSINESS PHONE _____ BUSINESS FAX _____

TYPE OF BUSINESS: _____ FED TAX ID# _____

PRINCIPALS OR OWNERS

1) NAME _____ HOME ADDRESS _____

BUSINESS TITLE _____ HOME PHONE _____ SS# _____

DRIVERS LICENSE NUMBER _____

2) NAME _____ HOME ADDRESS _____

BUSINESS TITLE _____ HOME PHONE _____ SS# _____

DRIVERS LICENSE NUMBER _____

3) NAME _____ HOME ADDRESS _____

BUSINESS TITLE _____ HOME PHONE _____ SS# _____

DRIVERS LICENSE NUMBER _____

HAVE ANY OF THE PRINCIPLES OR BUSINESSES LISTED ABOVE FILED FOR BANKRUPTCY _____

HAVE ANY OF THE PRINCIPLES OR BUSINESSES HAD A JUDGEMENT AGAINST THEM? _____

THIS FORM MUST BE FILLED OUT AND SIGNED BY A PRINCIPAL OF THE COMPANY.



BANK REFERENCE

NAME _____ ACCOUNT NO. _____

LOANS OUTSTANDING _____

ADDRESS _____ PHONE NUMBER _____ CONTACT _____

TRADE REFERENCES

1) NAME _____ PHONE _____ FAX _____

ADDRESS _____ CONTACT _____

YEARS DOING BUSINESS WITH TRADE _____ CREDIT LIMIT _____

2) NAME _____ PHONE _____ FAX _____

ADDRESS _____ CONTACT _____

YEARS DOING BUSINESS WITH TRADE _____ CREDIT LIMIT _____

3) NAME _____ PHONE _____ FAX _____

ADDRESS _____ CONTACT _____

YEARS DOING BUSINESS WITH TRADE _____ CREDIT LIMIT _____

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DELIVERY / INSTALL DATES. Eastern Contractor Services will use its best efforts to meet such delivery and install dates, but shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages resulting from late delivery or installation. Customer agrees to provide suitable roadways or approaches and driveways to points of delivery to the extent controlled by customer.

PAYMENT AND CREDIT / EXPENSES. Customer will pay for all goods and services ordered on its behalf and received by customer per the terms on proposal submitted by Eastern. We may establish credit terms for customer, and may change those terms, create or change credit limits, or cease extending credit from time to time at our sole discretion. Customer will pay for all costs for special packing, shipping, or other handling requested by customer and agreed to by us, extra charges for delivery and install incurred by us as a result of special actions or requests by customer. Eastern's then standard service charge will be applied to each returned check. Customers shall pay all invoices regardless of any dispute that may exist subject to a credit to Customer's account in the event Customer's dispute is upheld.

WAIVERS AND UNFORESEEN EVENTS (FORCE MAJEURE). A waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. We will not be responsible for delays or other failures to perform caused by terrorism, riots, wars, strikes or other labor trouble, fire flood or other casualty, natural disasters or acts of God, shortage of materials or other causes beyond our control. All goods are sold subject to availability. If by reason of any such event or cause, Eastern may allocate its available supply of any such products among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as we reasonably deems proper, without thereby incurring liability for failure to perform this contract.

INDEMNIFICATION. Customer shall indemnify, defend and hold Eastern companies harmless from all claims, damages and expenses (including attorneys' fees) arising out of Customer's (i) breach, (ii) possession, use, handling, storage, sale, processing or any disposition of the goods, and (iii) errors, omissions, negligence or other wrongful conduct of Customer and its customers, users, agents or other subcontractors. In any matter to which this paragraph applies, Eastern shall have the right to select and retain counsel of its own choosing, all at Customer's expense, and to participate in the defense.

BANKRUPTCY/CHANGE OF OWNERSHIP. If the Customer (i) becomes insolvent, (ii) undergoes a change in ownership, (iii) files or has filed against it a bankruptcy proceeding, (iv) has a receiver appointed over it or all or any of its assets, or (v) takes any other action that Eastern determines in its sole discretion adversely impacts the conditions under which credit was extended, we will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to our rights to payment of the price of goods that are shipped and any damages we might suffer. Customer certifies that the above information is true and correct and customer agrees to pay this account in accordance with Eastern credit terms. Customer authorizes Eastern to verify this information, now or in the future, and/or obtain additional information by securing data from a credit reporting agency. Customer understands that all past due balances will be subject to a 1 ½% per month service charge. Customer further agrees to pay 30% collection charge, in the event of default, if the account is placed with an attorney or bonded collection agency. On the basis of the above data, customer hereby applies to *EASTERN CONTRACTOR SERVICES* for credit accommodations.

BUSINESS LEGAL NAME _____

TRADE NAME IF ANY _____

AUTHORIZED SIGNATURE _____ POSITION _____

PRINT NAME _____ WITNESS _____ DATE _____

AUTHORIZED SIGNATURE _____ POSITION _____

PRINT NAME _____ WITNESS _____ DATE _____

AUTHORIZED SIGNATURE _____ POSITION _____

PRINT NAME _____ WITNESS _____ DATE _____

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PERSONAL GUARANTEE For

BUSINESS LEGAL NAME _____

TRADE NAME IF ANY _____

For good and valuable consideration, the undersigned (jointly & individually) agree to be personally liable for all indebtedness incurred by the above. The undersigned (jointly & individually) further agree to be personally liable for all indebtedness based on the extension of credit to any other corporation or business entity with which the undersigned is or may be affiliated. If a default in the terms of payment occurs on any account on which the undersigned is or may be liable, and which is placed with an attorney or bonded collection agency, the undersigned (jointly & individually) agree to pay a 1 ½% per month service charge and an additional 30% collection charge on the entire unpaid balance. The undersigned authorizes Eastern or an authorized agent, to verify any of the above information, now or in the future, and/or obtain additional information by securing data from a credit reporting agency.

GUARANTOR SIGNATURE _____ DATE _____

PRINTED OR TYPED NAME _____ WITNESS _____

GUARANTOR SIGNATURE _____ DATE _____

PRINTED OR TYPED NAME _____ WITNESS _____

GUARANTOR SIGNATURE _____ DATE _____

PRINTED OR TYPED NAME _____ WITNESS _____

THE USE OF MY CORPORATE TITLE IS ONLY TO IDENTIFY MY POSITION IN THE COMPANY AND IN NO WAY NEGATES MY PERSONAL GUARANTEE.

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