

**COMMERCIAL CREDIT APPLICATION
(NON-CONSUMER)**

HUSBAND AND WIFE SHALL
SIGN FRONT AND BACK OF
CREDIT APPLICATION



www.mariottibp.com

Mariotti Building Products

One Louis Industrial Drive
Old Forge, PA 18518

PHONE: (570) 457-6774

FAX: (570) 457-2312

Date: _____

Name _____
Address _____
City _____ State _____
Zip Code _____

How long at this address _____
Previous Address _____
Business Phone _____
Business Email _____
Business Fax _____
Cell Phone _____
Home Phone _____

Your SS # _____
Birth Date _____ Age _____
Are you married? Yes No (circle one)

Spouse's Full Name _____
Spouse's SS # _____
Amount of Credit _____
Bank Name _____
Account Number _____
(or attach sample check)

Checking Savings Loan
Are Purchases State Tax Exempt: Yes _____ No _____
If Yes Please Fill Out PA Tax Exempt Form
Tax Exempt No. _____

Sales Contact at MBP _____

Business Name _____
Address _____
City _____ State _____
Zip Code _____

Corp. Sole Proprietor Partnership LLC/Other
Company FED I.D. # or EIN _____

How long in business _____
Authorized Buyers _____

D & B Rating _____

Current financial statement attached? Yes No

Company Officers:

_____ Title _____
_____ Title _____
_____ Title _____

Trade References: (One Lumber Co.)

- Name _____ Phone _____
Address _____ Fax _____
- Name _____ Phone _____
Address _____ Fax _____
- Name _____ Phone _____
Address _____ Fax _____
- Name _____ Phone _____
Address _____ Fax _____
- Name _____ Phone _____
Address _____ Fax _____

STATEMENT: In consideration of credit being extended by Mariotti Building Products, Inc. (Hereinafter as Mariotti Building Products and/or MBP) to me/us/it, I and/or we certify the truthfulness and veracity of the statements appearing above and I and/or we guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing by us or either of us or any other person, firm or corporation for our benefit. If credit is extended to the corporation in which we, either of us, or I am an officer or in which an interest exists, I and/or we personally guarantee the payment of all credit extended to said corporation and/or any other business entity unless and until written notice is served upon MBP which shall become effective ten (10) days after receipt of such notice by Mariotti Building Products. This is not a consumer transaction. I/We are a professional contractor/supplier/reseller.

Further, the undersigned do hereby empower any Attorney or any court of Record within the United States or elsewhere to appear for them and after one or more declarations filed confess judgement against them as of any term for the sum of all amounts owed for purchases with Costs of suit and Attorney's fee for collection, and, further, release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed. This is the complete Contract and any revision must be in writing. _____ **initial (applicant and spouse)**

STATEMENT: In the event this account is placed in the hands of an attorney we agree and promise to pay a reasonable attorney's fee on the balance then due and owing. It is hereby understood that a reasonable attorney fee is Twenty percent.

STATEMENT: Purchases and/or deliveries are herewith authorized to be made without signature. _____ initial

STATEMENT: Invoices are due within 30 days of delivery unless agreed to in writing. A service charge of 18% per year will be applied to invoices which are past due.

MBP reserves the right to transfer the collection of amounts past due to third party collection company(s).

DO NOT WRITE BELOW THIS LINE: OFFICE USE ONLY

SLSNR	APPROVED BY:	
CRLMT	COMMENTS:	
TERMS		
CLMN	ACCOUNT NO.	

Power and Warrant to Confess Judgement. Client/Customer agrees to repay borrowed amounts, and each guarantor promises to pay if the client and/or Customer defaults. Further, the undersigned do hereby empower any Attorney of any court of Record within the United States or elsewhere to appear for them and after one or more declarations filed confess judgement against them as of any term for the sum of all amounts owed for purchases with Costs of suit and Attorney's fee for collection and, further, release of all errors, and without stay of execution Client and/or Customer and Guarantor hereby jointly and severally irrevocably authorize and empower an attorney, any attorney or any clerk of court or Prothonotary of any court of record following the occurrence of a/any Default under the Terms and Conditions, to appear for and confess judgement against any or all such parties for such sums as are due and/or may become due, with costs or suit, without stay of execution, along with twenty percent (20%) of the amount of such judgement but not less than \$1,000.00 added for attorneys' collection fees. To the extent permitted by law, the Client and customer and Guarantor releases all errors in such proceedings. If a copy of this instrument verified by or on behalf of the MBP shall have been filed in such action, it shall not be necessary to file the original instrument as a warrant of attorney. Interest on any such judgement shall accrue at a rate per annum which shall be five percent (5%) in excess of the interest rate in effect from time to time under the Terms and Conditions but not more than the maximum rate allowed by law. The authority and power to appear for and confess judgement against the Client/customer and each Guarantor shall not be exhausted by the initial exercise thereof and may be exercised as often as the MBP shall find it necessary and desirable and this instrument shall be a sufficient warrant therefore.

BEING FULLY AWARE OF ITS RIGHTS TO PRIOR NOTICE AND HEARING ON THE VALIDITY OF ANY JUDGEMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST IT BY MBP HEREUNDER BEFORE JUDGEMENT IS ENTERED, EACH CLIENT AND CUSTOMER AND GUARANTOR HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO MBP'S ENTERING JUDGEMENT AGAINST IT BY CONFESSION PURSUANT TO THE TERMS HEREOF. FURTHER, BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGEMENT IS ENTERED (INCLUDING THE RIGHT TO OPEN OR STRIKE THE JUDGEMENT), EACH CLIENT AND CUSTOMER AND GUARANTOR HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES ITS RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE LAW WITHOUT PRIOR NOTICE, AND EACH CLIENT AND CUSTOMER AND GUARANTOR CERTIFIES THAT A REPRESENTATIVE OF MBP, INC. SPECIFICALLY CALLED THE CONFESSION OF JUDGEMENT PROVISION TO ITS ATTENTION AND/OR THAT IT WAS OR HAD THE OPPORTUNITY TO BE, REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS DOCUMENT. WAIVER OF JURY TRIAL. THE CLIENT AND CUSTOMER AND EACH GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT SUCH GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS INSTRUMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS INSTRUMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS INSTRUMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE CLIENT AND CUSTOMER AND EACH GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TRANSACTION.

I HEREBY GIVE MARIOTTI BUILDING PRODUCTS, INC. PERMISSION TO INVESTIGATE MY CREDIT HISTORY THROUGH ANY PUBLIC CREDIT AGENCY OR PRIVATE VENDOR.

Agreement Signatures:

Customer, Client(s): _____ (Name of Corp., Partnership or Other Entity)

Signature: _____ (for Corp, LLC) Title: _____
Title (please print here, Ex: "Pres", "Manager")

Name (Print): _____

Corporate Attestation: _____ Date: _____

Guarantor Signature (individual) _____ Date: _____

Guarantor Signature (individual's spouse) _____ Date: _____

WITNESSED BY: _____ Date: _____