



Return completed form to:  
Email: info@builderspavingllc.com  
Fax: (847) 419-9050

### CREDIT APPLICATION

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

The following information is submitted for your consideration as a basis for opening an account for us, and the references are authorized to provide you with the credit information you may require.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Ours is a:  Corp  Partnership  Limited Partnership  Individual Business

Started: Year \_\_\_\_\_ Incorporated: Year \_\_\_\_\_ State \_\_\_\_\_

The principle owners or stockholders are:

Name	Home Address	Phone	Fax

Principal Suppliers:

Company Name	Phone #	Fax #

Our month tonnage requirement will be: \_\_\_\_\_ Monthly Statement is required Y\_\_\_ N \_\_\_

#### **CREDIT TERMS**

If the customer fails to pay pursuant to the terms of this agreement and Builders Asphalt, LLC ("Builders") elects to take action to collect this account, the customer shall pay all costs incurred by "Builders" including, but not limited to: Attorneys' fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fee, special process server fees, expert witness fees and bond cost.

The customer assigns as security for any indebtedness incurred or to be incurred to "Builders" under this account all of the BUILDERS ASPHALT

customers presently owned and existing and hereafter acquire and arising: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing collateral. Customer appoints any representative of "Builders" as Customer's Attorney-in-fact to sign and file a UCC-1 Financing Statement to protect the security interest. This transaction shall be governed by the law of the State of Illinois, and jurisdiction and venue for the hearing for any matter in dispute shall be with the Circuit Court or Cook County, Illinois. Customer waives any right to a jury trial and any right to file a county-claim in any action to enforce this agreement. At "Builders" sole discretion, any deposition will take place in Cook County.

The customer authorizes any of its employees it sends to "Builders" to deliver or pick up equipment or materials for purchase, rental or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the customer directs "Builders" to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes "Builders" to leave the material and equipment at the designated place of delivery. Upon said delivery, the customer will be responsible for said material and equipment. "Builders" use of a purchase order number is for the customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

If the customer is not a corporation, or there is a change in ownership of the customer's business entity, the principle owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said changes in status by Certified Mail, Return Receipt Requested, to "Builders." Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery tickets(s) are the quantities delivered; and, (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives "Builders" written notice by Certified mail, Return Receipt Requested, within (3) days of delivery, the customer waives any claim he may have against "Builders" for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to amount of the invoice.

The customer shall indemnify and hold "Builders" harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent to subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of this agreement.

I understand and agree to the following terms of sale: If invoices are not paid within 30 days, the unpaid balance shall bear interest rate of 1.8% per month (21.6% annum) and buyer agrees to be responsible for payment of all reasonable attorneys' fees and collection costs.

Name of Firm or Corporation: \_\_\_\_\_

Signed by (Officer of Company): \_\_\_\_\_

The undersigned does hereby certify that he/she is authorized to sign this application on behalf of the applicant and further certifies the above credit information is correct and authorizes and directs the above-indicated bank and business references to verify said information and give additional requested information to Builders Asphalt, LLC upon request. The undersigned acknowledges that he/she has read and agrees to be bound by the terms of this agreement. A facsimile copy of this agreement shall be as binding as the original and shall include all the terms therein.

\_\_\_\_\_, 20\_\_\_\_  
Date                                          Print name                                          Signature                                          Title

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account (including interest and attorney's fees) and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of credit given. The undersigned waives all rights to a jury trial and to file a counter-claim and consents to jurisdiction and venue with the Circuit Court of Cook County, Illinois. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon Builders Asphalt, LLC by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases.

\_\_\_\_\_  
Print Name                                          Signature (No Title-In Ink)                                          Address, City, State, Zip