



Credit Application and Agreement

A. APPLICANT

Legal Business Name:

_____ (List all Trade Names, DBA's; Divisions or Subsidiaries)
Mailing Address: _____ City _____ State: _____ Zip: _____

Billing Address: _____ City _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Shipping Address: _____
_____ City _____ State: _____ Zip: _____

Person to contact about Account: _____ Est. Annual Sales \$ _____

Amount of Credit Requested: \$ _____ Type of Business _____ How Long in Business _____

Website _____ Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

B. OWNERSHIP Sole Proprietorship Partnership Corporation/LLC

Federal Tax I.D. # - _____

Principal #1 - Name _____ Title _____ SS# _____
Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Email _____

Principal #2 - Name _____ Title _____ SS# _____
Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Email _____

C. BANKING INFORMATION

Bank _____ Contact _____ Phone _____

Address _____ City _____ State _____ Zip _____

Acct. No. _____ (Checking / Savings) Acct. No. _____ (Checking Savings)

Line of Credit? Yes / No Amount \$ _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Initial _____

D. TRADE REFERENCES (Please fill out 3 references)

	<u>Name</u>	<u>Contact</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
1.	_____				
2.	_____				
3.	_____				

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **Angelo's Aggregate Materials** to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

E. TERMS OF SALE

CONDITIONS: Payment terms upon credit approval are Net 30 days from invoice. Additional terms of sale including terms of payment and allowable discounts for each purchase are agreed to below as well as those specified on the face of each invoice. Balances carried past the due date or over established credit line will cause new orders to be held out of production. The undersigned customer hereby agrees to pay all reasonable collection costs and legal fees incurred by Angelo's Aggregate Materials if such actions become necessary, as well as 1.5% per month / 18% per annum interest on any past due invoices, or the maximum amount allowed by the law, whichever is greater, as well as any insufficient fund charges, as allowed by the law, in the event of a returned check. Property and products sold in association with extending credit to the applicant remains under the ownership of Angelo's Aggregate Materials until fully paid for. I/we have read these conditions and hereby agree to them.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Angelo's Aggregate Materials** in writing and by certified mail of any change in the ownership, name or structure of the business under which credit is established.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

Signature of Company Officer and Title

Date _____

Print Name and Title

F. CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual, who is either a principal of the credit applicant or the sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Angelo's Aggregate Materials, from time to time as may be needed, in the credit evaluation process.

Print Name

Sign Name

Date

G. PERSONAL GUARANTEE

In consideration of credit being extended by Angelo's Aggregate Materials to the above named applicant for merchandise/services to be purchased, whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other legal entity, the undersigned guarantor(s) hereby absolutely, unconditionally and irrevocably contracts and guarantees to Angelo's Aggregate Materials the prompt, complete and faithful payment, when due, of all obligations and accounts of said applicant. This is a continuing guarantee relating to all obligations and accounts of applicant, including any new or additional obligations and accounts after prior obligations have in whole or in part been satisfied, regardless of any lapse of time. Payment shall be personally guaranteed irrespective of status or change in existing business of which the undersigned is a principal (owner, shareholder, partner, director or officer). Guarantor irrevocably waives any defense arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving applicant and all other defenses that would otherwise be available to Guarantor. All payments by Guarantor pursuant to this guarantee shall be made without setoff.

In addition to guaranteeing full payment, the undersigned agrees to reimburse Angelo's Aggregate Materials for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, all reasonable collection costs and legal fees and expenses and interest at the maximum legal rate permitted by law.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name	Print Name	Date
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Sign Name	Print Name	Date
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The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.