



CREDIT APPLICATION & PERSONAL GUARANTY

P.O. Box 12, 10496 Quarry Dr.
Mitchells, VA 22729
Phone (540) 829.7203
Fax (540) 829.5593

Company Name Telephone No.

Mailing Address Fax No.

Street Address Type of Business

City, State, Zip Check One : Owner Partnership Corporation Government Agency

Federal ID Number Social Security Number Taxable Non-Taxable (Attach Exempt Form)
If Individual Proprietor, please list spouse's name. If Partnership or Corporation, please list names and address of officers or partners:

Name Name

Title Title

Social Security # Social Security #

Address Address

Is this credit application for a specific job? No Yes Owner of Job Is Job Bonded No Yes

Name of Bonding Company Address

Telephone No. Contact Person Bond #

BANK REFERENCES:

Name Name

Checking # Loan # Checking # Loan #

Address Address

City, State, Zip City, State, Zip

Telephone No. Person to Contact Telephone No. Person to Contact

BUSINESS REFERENCES:

Name Name

Address Address

City, State Zip City, State Zip

Telephone No. Fax No. Telephone No. Fax No.

Name Name

Address Address

Telephone No. Fax No. Telephone No. Fax No.

City, State, Zip City, State, Zip

Telephone No. Fax No. Telephone No. Fax No.

The terms on the second page of this credit application govern all sales of goods and services by Cedar Mountain Stone and/or Chemung Contracting Corporation ("Seller") to the Purchaser identified below. This Agreement shall govern all subsequent sales, accounts, purchases or contracts between the parties, and shall override any conflicting provision in any contract or purchase order subsequently executed.

Purchaser Date

By Title

In consideration of Seller's extension of credit, the undersigned personally guarantees payment of all present and future obligations of Purchaser, and such liability shall not be released by Seller's extension of credit terms, time of payment, or increase in credit limits. Seller may proceed against guarantor alone and is not obligated to first attempt collection from purchaser.

Guarantor Guarantor

Print Name Print Name

## **Terms of Sale Payment Terms**

1. All invoices are due and payable thirty (30) days from invoice date.
2. Any invoice not paid when due will bear interest at the rate of one and one-half percent (1½%) per month, with an effective annual rate of eighteen percent (18%).
3. All accounts with invoices more than sixty (60) days old will be denied credit privileges until the balance has been paid, including interest and attorneys' fees, if applicable.
4. In the event that Seller retains an attorney to collect any amount not paid when due, the undersigned agrees to pay attorneys' fees and court costs, even if suit is not instituted.
5. A twenty-five dollar (\$25.00) fee will be charged on all return checks.
6. Payments made by credit card will be subject to a three percent (3%) processing fee.
7. All invoices are deemed accepted unless written protest is received within ten (10) days of receipt of the invoice.
8. All payments are unconditional, and are not dependent upon receipt by Purchaser of funds from third-parties, including owners, lenders or general contractors.

## **Performance Terms**

9. The amount of credit to be extended by Seller shall be in Seller's sole discretion, and Seller may increase or decrease the amount of such credit.
10. Purchaser authorizes Seller to contact references listed on this credit application and to conduct credit checks.
11. It shall be a requirement of any FOB purchase that the Purchaser's representative provide adequate information to Seller as to the project or Location where such materials are being furnished. Seller reserves the right to refuse delivery in the absence of such information. If Purchaser fails to provide such information, Seller is authorized to make such allocation between projects as it deems appropriate in its sole discretion, which shall be binding upon Purchaser.
12. Seller may request additional financial information, including financial statements from Purchaser or Guarantors at any time as a condition precedent to further sales.
13. Material supplied by Seller is warranted to comply with applicable VDOT specifications. Seller is not bound by any other contracts, general conditions or specifications unless agreed in writing by Seller.
14. In the event that any product furnished by Seller is deemed defective, Seller's liability to Purchaser shall be limited to providing conforming replacement material at no cost to Purchaser. In no event will Seller be liable for any delay damages or consequential damages.

## **General Terms**

15. These terms may not be modified except by written instrument signed by a duly authorized corporate officer. No terms of any purchase order or other agreement issued by Purchaser shall be deemed to modify, waive or change any provision of this Agreement, and in the event of a conflict, this Agreement shall govern over any other purchase order or other agreement between the parties.
16. These Terms of Sale shall apply fully to all guarantors.