



Laurel Sand & Gravel, Inc. T/A

S. W. Barrick & Sons

P.O. Box 1504
Laurel, MD. 20725
1-800-762-2294

CREDIT APPLICATION

| | | | | | |
|---|---------|-----------------------|-------------------------------|------------------|-----------------|
| LEGAL BUSINESS NAME | | | | | |
| BILLING ADDRESS | | | STREET ADDRESS | | |
| CITY | | STATE | CITY | | STATE ZIP |
| PHONE NO. | FAX NO. | FEDERAL ID NO. | | TAX EXEMPT NO. | |
| TYPE OF BUSINESS <input type="checkbox"/> GENERAL CONTRACTOR <input type="checkbox"/> SUB CONTRACTOR <input type="checkbox"/> OTHER: <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP | | | | | |
| HOW LONG IN BUSINESS? | | | WHERE INCORPORATED? | | |
| COMPANY OFFICERS: PRESIDENT | | VICE PRESIDENT | | TREASURER | |
| CONTACT FOR PAYABLES: | | | MONTHLY CREDIT LINE REQUESTED | | |
| MATERIALS NEEDED: | | | ESTIMATED TONAGE AMOUNT: | | |
| HAS YOUR COMPANY OR ANY OF ITS OWNERS, PARTNERS, OR OFFICERS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT, OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| HAS A TAX LIEN BEEN FILED AGAINST YOUR COMPANY OR ANY OF ITS OWNERS, PARTNERS, OR OFFICERS WITHIN THE PAST FIVE (5) YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| IF "YES" EXPLAIN | | | | | |
| IS YOUR COMPANY PRESENTLY DOING BUSINESS UNDER ANOTHER NAME? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| IF "YES" GIVE NAME AND LOCATION | | | | | |
| PRINCIPAL SUPPLIERS | | | | | |
| PRIMARY SUPPLIER | | PHONE NO. | SECONDARY SUPPLIER | | PHONE NO. |
| ADDRESS | | | ADDRESS | | |
| CITY | | STATE ZIP | CITY | | STATE ZIP |
| ADDITIONAL SUPPLIER | | PHONE NO. | ADDITIONAL SUPPLIER | | PHONE NO. |
| ADDRESS | | | ADDRESS | | |
| CITY | | STATE ZIP | CITY | | STATE ZIP |
| BANK REFERENCES | | | | | |
| NAME | | | ACCOUNT NAME | | |
| ADDRESS | | | ACCOUNT # | | |
| CITY | | STATE ZIP | PHONE NO. | | CONTACT AT BANK |
| <p>I understand that this information is given in confidence and I authorize S.W. Barrick & Sons to contact my bank and suppliers for credit references. I understand that the terms of credit are net 30. I also understand there is a 2% service charge on all balances 60 days past due and my account will be placed on C.O.D. I hereby agree to pay any collection or attorney fees.</p> | | | | | |
| AUTHORIZED SIGNATURE | | | | | |
| APPLICANT'S NAME (PRINT OR TYPE) | | | TITLE | | DATE |
| PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENT. | | | | | |
| FOR OFFICE USE ONLY SALES MANAGER - DATE | | CREDIT MANAGER - DATE | | SALES REP - DATE | |

GUARANTY

In consideration of any extension of credit to _____ ("Applicant") by Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons, I/we herby, jointly and severally, if more than one, personally guaranty full and prompt payment as and when due of any and all debts, liabilities and obligations heretofore or hereafter incurred to Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons by the above Applicant.

This Guaranty is an absolute, unconditional, continuing guaranty of payment and not of collectibility and is in no way conditioned upon or limited by (a) any attempt to collect from the Applicant; (b) any attempt to collect from, or the exercise of any rights and remedies against, any person or entity other than the Applicant who may at any time now or hereafter be primarily or secondarily liability for all or any portion of the obligations owed by the Applicant; or (c) any resort or recourse to or against any security or collateral now or hereafter pledged, assigned, or otherwise available to Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons.

The obligations and liabilities of the Guarantor(s) hereunder are primary, direct and immediate obligations, and shall not be subject to any counterclaim, recoupment, set-off, reduction or defense based upon any claim that the Guarantor(s) may have against the Applicant or Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons. Guarantor(s) hereby agree and consent that the obligations and liabilities set forth herein shall not be affected or modified in any manner by any of the following actions, which may be taken by Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons at any time without further notice to or consent by the Guarantor(s): (a) renew, extend and/or change the time and/or terms of payment; (b) modify, amend, change, compromise, settle, substitute, waive, surrender, and or otherwise deal with in any manner (i) any or all of the obligations guaranteed hereby, and/or (ii) any or all of the obligations and liabilities of the Guarantor(s) hereunder or any of them, without otherwise affecting, impairing, lessening, modifying, waiving, and/or releasing any or all of the underlying obligations or the guaranty provided herein; or (c) fail, omit, lack diligence, or delay to enforce, assert or exercise any right, power or remedy conferred upon Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons under the terms of any credit agreement with the Applicant or under applicable laws. The Guarantor(s), jointly and severally, shall indemnify and hold harmless Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons from and against any and all loss, liability or expense, (including, without limitation, all attorney's fees) incurred or suffered by Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons in enforcing any obligation of the Applicant or any obligation of the Guarantors hereunder.

Each of the Guarantor(s) unconditionally waives, to the extent permitted by applicable laws: (a) all notices required by statute, rule of law or otherwise to preserve any rights against the Guarantor(s) or any of the them, including without limitation, any demand, proof, or notice of non-payment, (b) presentment and/or demand for payment; (c) dishonor or protest; and (d) all other suretyship defenses. Each Guarantor hereby (a) represents and warrants that such Guarantor has a direct financial interest in the Applicant, (b) acknowledges that such Guarantor has requested Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons to extend credit to the Applicant, and (c) acknowledges that this Guaranty is a material inducement for Laurel Sand & Gravel, Inc. T/A S. W. Barrick & Sons to extend credit to the Applicant.

IN WITNESS WHEREOF, the Guarantor(s) has/have signed this Guaranty, under seal, as of the ____ day of _____, _____.

WITNESS:

GUARANTOR:
_____(SEAL)

(Signature)
Print Name: _____
Address: _____

_____(SEAL)

(Signature)
Print Name: _____
Address: _____
