**ELMHURST-CHICAGO STONE CO.**

400 West First Street Gary Hofmann, Credit Manager
Elmhurst, Illinois GHofmann@ecstone.com
60126-0057 Credit Extension: 1223
630.832.4000 (Fax) 630.832.0140

**Credit Application & Agreement**We hereby provide for your use the following confidential information, which we certify to be correct for the purpose of obtaining a credit account with Elmhurst-Chicago Stone Co.

Company
Street                                                                \_\_\_ \_\_\_\_\_\_\_ Phone
P.O. Box                                                               \_\_\_\_\_\_\_\_\_\_\_ Fax
City                                   \_\_\_\_\_\_\_\_\_State          Zip          \_\_\_ Cell

Email                                                                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      Corporation     LLC     Partnership     Sole Proprietor

Owner(s)                                                                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Officers                                                                     Titles

List at least 4 suppliers which you worked with for a minimum of one year:

**Trade References: FOR OFFICE USE ONLY:**Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time Sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ High Credit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Terms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact person(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pay Habits\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Remarks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time Sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ High Credit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Remarks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time Sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ High Credit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Remarks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time Sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ High Credit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Please list all previous business names under which the principals of your company have operated in the past.
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
How long have you been in business?
In what type of business are you engaged?
Amount of Credit Requested? $
Which products or services will you use?      Aggregate     Ready-Mixed concrete     CCDD

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**BANK and Trade Reference AUTHORIZATION**
Name of Bank                                                              \_\_\_\_\_\_\_\_\_\_\_\_ Contact \_\_\_\_\_\_\_\_                       \_\_\_\_\_
City                                                              \_\_\_\_\_\_\_\_\_\_\_\_ Acct number\_\_\_\_\_            \_\_\_\_\_
Phone                                                              \_\_\_\_\_\_\_\_\_\_\_\_ Bank Fax \_\_\_\_\_\_\_\_\_\_\_\_\_

We hereby authorize our bank and our Trade References listed to release credit information to Elmhurst-Chicago Stone Co. or its authorized agent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Officer’s Signature Date

**Payment Terms and Conditions**We understand your payment terms are “Net 30 Days from Invoice Date”, and by signing this application we agree to be bound by these terms. If we should fail to make payment within these agreed terms, we understand that we may be subject to finance charges of 1.5% per month (18% per annum) on any past-due amounts. If the Elmhurst-Chicago Stone Co. finds it necessary to engage an attorney or a collection service to collect any delinquent charges, we agree to reimburse them for all reasonable costs and attorney fees related to such collection.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Officer’s Signature Date

**Certificate of Resale**
The undersigned hereby certifies that all tangible personal property purchased by them is for the purpose of resale, and assumes liability for payment of Retailers’ Occupation Tax with respect to receipts from the resale of this property to users or consumers. I have attached a copy of our valid Certificate of Registration as issued to us by the Illinois Departments of Revenue. This Certificate shall be considered a part of each and every order unless Elmhurst-Chicago Stone Co. is advised otherwise in writing.
Purchaser’s Certificate of Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Officer’s Signature Date

**Sales Contact**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Salesperson Office Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address Cell Phone

**Elmhurst-Chicago Stone Co. Guaranty**As an inducement for you to sell materials and to extend credit terms to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
a corporation (the “Debtor”), of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(State), the undersigned (the “Guarantor”, or if more than one, the “Guarantors”) hereby (if more than one, jointly and severally) make this guaranty to add to and for the benefit of you, your successors and assigns, of the full and prompt payment of any and all indebtedness including, but not only limited to attorney fees and costs, indebtedness in form of notes, bills, or an open account, as and when due, which may at any time, and from time to time, be incurred by the Debtor to you, Elmhurst-Chicago Stone Co.

This is a continuing, absolute and unconditional guaranty, and the undersigned (and each of them, if more than one) hereby expressly waives notice of acceptance of this guaranty and of all defaults by the Debtor and of nonpayment of any and all of said indebtedness and hereby expressly agrees that you shall not be required, at any time, to proceed against said Debtor for payment of such indebtedness.

Authority and consent are hereby expressly given you from time to time, and without any notice to the undersigned, to give and make such extensions, renewals, settlements and compromises as you may deem proper with respect to any of the indebtedness covered by this guaranty, and any action or omission to act by you pursuant to such authority and consent given as aforesaid, shall not affect the liability of the undersigned under this guaranty.

In the event of the death of the undersigned, the obligation of the deceased shall continue in full force and effect against his estate as to any and all indebtedness, which shall have been created or incurred by the Debtor prior to the time when you shall have received notice in writing of such death; and, if there is more than one Guarantor hereunder, this guaranty shall from the date of such death as to all indebtedness created, incurred or arising after such death remain and continue in full force and effect as a guaranty by the surviving Guarantors under the terms and conditions of this guaranty.

The undersigned agrees to be liable for all attorney fees, court costs, sheriff’s fees, collection agency fees and bond costs incurred in the enforcement of this guaranty. This guaranty shall be construed under and in accordance with, and be governed by the laws of the State of Illinois.

The undersigned hereby agrees that any action, suit or proceeding to enforce this Guaranty shall be litigated in the 18th Judicial Circuit Court of the State of Illinois, and the undersigned hereby waives any objection to such action, suit or proceeding in said court.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name of Guarantor Social Security Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home address City State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name of Guarantor Social Security Number

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Guarantor’s Signature Date

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Home address City State