



**Laney Construction Materials, LLC  
CREDIT APPLICATION**

**BUSINESS CONTACT INFORMATION**

Legal Company Name	
Any T/A or DBA information	
Owner/Principal #1	
Principal #2	
Phone	
Fax	
E-mail	
Registered company address City, State ZIP Code	
Billing Address if different then above:	
DUNS #	
Date business commenced	
How long at current address?	
If Less than 1 year provide previous business address	
Tax ID #	
Type of Company	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other
Tax Exempt, if yes, please attach documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Accounts Payable Contact Name	
Accounts Payable Contact Phone number	
Accounts Payable Email	
Would you like Invoices and Statements Emailed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you require PO Numbers for payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### BANKING AND CREDIT INFORMATION

Bank name:			
Bank Address City, State ZIP Code			
Bank Contact/Phone			
Account number		Type of Bank Account	

### VENDOR REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	Acct #	Contact Person	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	Acct #	Contact Person	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	Acct #	Contact Person	
Interested Products:		Interested Services:	
<input type="checkbox"/> Asphalt <input type="checkbox"/> Asphalt Millings or RAP <input type="checkbox"/> Cold Patch <input type="checkbox"/> Virgin Stone		<input type="checkbox"/> Dumps (Dirt) <input type="checkbox"/> Dumps (Asphalt) <input type="checkbox"/> Dumps (Concrete) <input type="checkbox"/> Hauling	

### Agreements

1. All invoices are to be paid 30 days from the date of the invoice.
2. Service charges and Interest of 1.75% per month will be applicable on all accounts past due after 30 days.
3. The applicant(s) signing the Guarantee agrees that the undersigned shall be held jointly and severally liable on said accounts.
4. By submitting this application, you authorize Laney Construction Materials, LLC to make inquiries into the banking and business/trade references that you have supplied.

### SIGNATURES

Principal #1		Principal #2	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

# GUARANTEE

In consideration of, and as an inducement to the periodic extensions of credit by Laney Construction Materials, LLC or any of its subsidiaries or affiliated companies (collectively referred to in this Guarantee as "Seller") to the Customer named on the above Credit Application, or its successors, permitted assigns, nominees, agents, or personal guarantors, if any (collectively referred to in this Guarantee as "Customer"), the undersigned hereby jointly and severally guarantee payment to the Seller in accordance with the terms and conditions set forth in the Credit Application of all sums, including interest and any other fees and charges, now due or which may hereafter become due and owing to the Seller by the Customer for goods, wares, products, materials, supplies, merchandise, and/or equipment previously or hereafter sold or supplied to Customer.

The Customer hereby waives notice of acceptance of this Guarantee, notice of orders, sales, shipments, or deliveries, notice of default, nonpayment, extensions, cancellation of credit to Customer, and the acceptance of and/or release of notes or security from Customer for amounts owed by Customer. The Customer hereby consents to, and waives notice of, any renewal, extension, substitution, modification, amendment, or enforcement of the Credit Application, and the Customer agrees that any such renewal, extension, substitution, modification, amendment, or enforcement, shall in no way impair or affect the liability of this Guarantee. The undersigned agrees that the Seller shall not be required to seek legal counsel or other means to attempt to collect sums owed by Customer before looking to the undersigned for payment.

This Guarantee is a continuing Guarantee applying to all sales made to Customer, and shall not be revoked by the death of the Guarantor/Customer but shall remain in full force and effect until canceled in writing by notice to Seller sent by hand-delivery, by overnight Courier, or by US Certified Mail, postage-prepaid, return receipt requested, to Seller's address set forth in the Credit Application. Said notice shall be provided no less than thirty (30) days prior to cancellation. Such cancellation shall only affect indebtedness incurred after the effective date of the notice and shall only affect the person giving such notice. Termination of this Guarantee by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder. This Guarantee shall remain in full force and effect with respect to all materials supplied under the account of the Customer until Seller has received written notice closing Customer's account or terminating this Guarantee, no matter what person or entity ordered or used the labor and materials supplied on Customer's account, and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefitting from the labor and materials supplied.

It is understood that there is no limit to the liability of the undersigned under this Guarantee. The undersigned, jointly and severally, agree to pay all expenses and costs incurred by the Seller to enforce the terms of this Guarantee. This includes but is not limited to attorneys' fees and court costs, whether suit be brought or not, fees incurred for consultation, litigation, and/or collection procedures (discovery, garnishment, levy, contempt proceedings, insolvency, or bankruptcy proceedings) and appellate legal services. These terms shall be governed by the laws of the State of Maryland. Customer hereby expressly submits and consents in advance to such jurisdiction and waives any claims for inconvenient forum, improper forum, and waives any rights to a trial by jury with respect to any action or claim brought pertaining to this Guarantee. In the event of default in payment the undersigned agrees that a twenty-one percent (21%) per annum rate of interest shall apply to any judgment obtained against the undersigned.

The undersigned agree that that their liability hereunder is joint and several, with each other and with the Seller, and further acknowledge that any individual Guarantor had the option of applying for individual credit by submitting an individual Credit Application for evaluation. The undersigned waived the right to apply for individual credit, having opted to supply multiple Guarantors and hereby waiving any rights he/she/they may have had under the Equal Credit Opportunity Act.

This Guarantee and corresponding Credit Application constitute the entire understanding of the Seller and Customer as to the subject matter herein. Any other agreements, written or oral, made previous or contemporaneous with this Guarantee are null and void.

In Witness Whereof, I/we have executed this Guarantee as of the date set forth below and execution by electronic signature or delivery of this Guarantee to Seller by Fax or email shall not impair the legal validity of the signatures below or the enforceability of this Guarantee.

Witness: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_ Print: \_\_\_\_\_

**Individually as Guarantor**

Witness: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_ Print: \_\_\_\_\_

**Individually as Guarantor**

The undersigned Guarantor(s), recognizing that his/her or their individual credit history may be a factor in the evaluation of this Guarantee, and in the collection of Customer’s account if it becomes delinquent, hereby consents to and authorizes the Seller to obtain and to use a consumer credit report on the undersigned and/or make inquires to any trade creditors, vendors, financial institutions, or other lenders of the undersigned as to credit standing of the undersigned for reference purposes. The undersigned hereby authorizes any such credit reporting agency, trade creditor, vendor, financial institution, or other lender to release credit information to Seller based on a photocopy of this Guarantee, at any time, including after any default in payment or during collection activity or litigation.

Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Print Name: \_\_\_\_\_