

The F & F Concrete Corporation

110 West Main Street
Plantsville, CT 06479
phone (860) 628-9674
fax (860) 621-8466

COMMERCIAL CREDIT APPLICATION (OPEN ENDED)

COMPANY: _____

BUSINESS ADDRESS: _____

TAX ID NO.: _____ **PHONE NO.:** _____

FAX NO.: _____ **CELL PHONE NO.** _____

BUSINESS ADDRESS: _____

INCORPORATED: Y /N **PARTNERSHIP:** Y/N give names of all partners below **PROPRIETORSHIP:** Y/N **L.L.C.:** Y/N
give members names below **L.L.P.:** Y/N give partners names below

Owners'/ Partners'/ Officers' Names, Addresses & Phone Numbers & Soc. Sec. #:

Number of years in business: _____ **Nature** _____ **of** _____ **business:** _____

AREAS OF OPERATION: _____

NAMES, ADDRESSES OF BANKS IN WHICH APPLICANT'S ACCOUNTS ARE KEPT:

_____ **ACCT. NO.** _____

_____ **TYPE OF ACCT.:** _____

_____ **ACCT. NO.** _____

_____ **TYPE OF ACCT.:** _____

BUSINESS ASSETS (REAL ESTATE, VEHICLES & EQUIPMENT): _____

CREDIT REFERENCES (Principal Vendors): names, addresses & phone numbers

Are there any unsatisfied judgments against applicant? _____ If yes, to whom are they owed? _____

HAS APPLICANT OR APPLICANT'S OWNERS OR OFFICERS DECLARED BANKRUPTCY WITHIN THE LAST SEVEN (7) YEARS? _____ **If yes, where?** _____

Type? _____ **Who filed?** _____ **When?** _____

AMOUNT OF CREDIT REQUESTED: _____

The undersigned authorizes any credit investigation needed for action on this credit application and hereby indemnifies The F & F Concrete Corporation from any liability resulting from its credit survey. It is acknowledged and agreed that accounts receivable information may be reported by The F & F Concrete Corporation to various commercial credit agencies and in response to credit reference inquiries. *A signed facsimile copy shall have the same force and effect as a signed original.*

Signed by _____ **Title:** _____

TERMS OF CREDIT:

If credit is extended the undersigned agrees that for and in consideration of the extension of credit, the undersigned agrees as follows:

All sales are net thirty (30) days from the date of invoice, unless other terms are agreed to in writing. Interest shall be charged at the rate of eighteen (18%) percent per annum on all delinquent balances. Applicant shall pay on demand all costs of collection, including reasonable attorney's fees. Notice of default, presentment, protest and demand on all amounts are waived.

Payments shall be applied first to costs of collection, second to late charges and then to the oldest outstanding balances, unless otherwise agreed to in writing by The F & F Concrete Corporation.

To induce The F & F Concrete Corporation to enter into this credit agreement and to supply materials to Applicant, Applicant and each guarantor hereof agrees that this credit agreement and each and every delivery of material by The F & F Concrete Corporation to Applicant constitute commercial transactions and not consumer transactions and Applicant and each guarantor hereof waive to the extent permitted by law from time to time any right to notice of and hearing on the right of The F & F Concrete Corporation under Chapter 903a of the Connecticut General Statutes or other statute or statutes affecting pre-judgment remedies and authorizes The F & F Concrete Corporation's attorney(s) to issue a writ for prejudgment remedy without a hearing, provided the complaint shall set forth a copy of this waiver.

Applicant represents that it is solvent. On each delivery of materials by The F & F Concrete Corporation this representation shall be deemed to be renewed and incorporated by reference into Applicant's written acknowledgment of receipt of materials unless notice to the contrary is given in writing by Applicant to The F & F Concrete Corporation before delivery of materials. **A SIGNED FACSIMILE COPY SHALL HAVE THE SAME FORCE AND EFFECT AS A SIGNED ORIGINAL.**

Dated this ____ day of _____, 200__.

Signature: _____ Print Name: _____
Title: _____

PERSONAL GUARANTEE

In consideration of the extension of credit, the undersigned unconditionally and irrevocably guarantees to The F & F Concrete Corporation the full and timely performance of all obligations of Applicant hereunder. The undersigned hereby waives notice of acceptance of this guarantee. **A SIGNED FACSIMILE COPY SHALL HAVE THE SAME FORCE AND EFFECT AS A SIGNED ORIGINAL.**

Dated: _____

Signature of Guarantor: _____ Print Name: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter a binding contract) or 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 this law is the Federal Trade Commission.

CREDIT ACTION TAKEN: ____ Approved, Amount \$ _____; ____ Denied
SENT TO APPLICANT: _____