



430 W. Padonia Road, Timonium, MD 21093

CREDIT APPLICATION

Customer Name: _____

____ Corporation ____ Partnership ____ Sole Proprietorship ____ Limited Liability Co.

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____ Email: _____

Type of Business: _____ Federal ID Number: _____

Accounts Payable Contact: _____ Email: _____

Line of Credit requested: _____ Yrs. In Business _____

INFORMATION ON PRINCIPALS:

For Proprietorship or Partnership: List all Owners and /or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PHONE</u>	<u>SS NUMBER</u>	<u>POSITION</u>

Have any of these companies or principals listed above ever been a debtor in a bankruptcy proceeding? _____

Has any judgement ever been entered against any of the companies or principals listed above? _____

Are there any legal actions or arbitration pending against any of the companies or principals listed above? _____

TRADE REFERENCES

Name: _____ Address: _____ City/State: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Address: _____ City/State: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Address: _____ City/State: _____

Phone: _____ Fax: _____ Email: _____

BANK REFERENCES

Bank Name: _____ Address: _____ City/State: _____

Type of Account: _____ Phone: _____ Fax: _____

(Please attach separate schedules/statements if necessary)

TERMS AND CONDITIONS OF CREDIT

This agreement is entered into among Maryland Paving, a Division of Gray & Son, and Maryland Paving Rosedale, LLC (collectively referred to herein as “Maryland Paving”)*, and the undersigned applicant (“Customer”).

1. Payment

Payment is due 30 days from invoice date. Payments must be made from invoices, not statements. A finance charge of 1.5 % per month will be charged on past due accounts. A \$35.00 return check fee will be charged each time a check is returned from the bank.

2. Sales Tax, Wait Time, Minimum Haul Policy

Sales taxes are charged on all materials to all customers unless a tax exempt certificate is on file at Maryland Paving ‘s Office. Per ton hauling includes the first 30 minutes on the job site. Additional time will be billed in 1 minute increments. Maryland Paving will enforce a minimum haul policy as follows: low tonnage deliveries to a job quoted on a per ton basis will be charged an hourly haul rate, with a one hour minimum.

3. Modifications to Terms and Conditions

- A. Any modifications to these terms and conditions are void unless agreed to in writing by Maryland Paving (modifications that are agreed to in writing by Maryland Paving are hereinafter referred to as “Approved Modifications”). These terms and conditions control over later documents with differing terms, such as purchase orders, unless modification of these terms and conditions is expressly authorized in writing by Maryland Paving.
- B. In the event of a conflict between these credit terms and conditions and any other documents, other than Approved Modifications, these credit terms and conditions will prevail.

4. Credit References and Reporting

- A. Maryland Paving has the authority to contact bank and trade references at any time for the purposes of credit extension and review of credit account. Maryland Paving reserves the right to suspend, limit, or change credit terms at any time on notice to the Customer based on the information received. If requested by Maryland Paving, Customer agrees to provide any project and bond information within 5 days of request.
- B. Maryland Paving may report account history to various credit reporting agencies for the purposes of reporting and collecting credit history. Our credit policies are in compliance with all federal, State, and local laws, including the Equal Credit Opportunity Act and the Fair Debt Collection Practices Act.

5. Invoicing

- A. If you notice an error on your invoice, you must contact Maryland Paving in writing within 5 days of the invoice date, stating the invoice number, amount of error, the reason for error, and you must provide any documentation to support your claim. Invoice charges will be considered valid if no written dispute is on file. In the event of a pricing dispute, only the Maryland Paving quotes will be honored. WE DO NOT HONOR VERBAL PRICES.
- B. If your company requires the use of purchase orders and/or reference numbers, we must have a hard copy. The hard copy must include your authorizing signature. We cannot ship material without a copy of your requested purchase order and/or reference number. It is your responsibility to fax and call in the appropriate purchase order and/or reference number. If you require these numbers on invoices, make sure your purchasing staff is aware of our policies.
- C. Discrepancies in quantity or quality of any material delivered must be called into our dispatch department on the date of delivery. Maryland Paving is not responsible for damages resulting from weather conditions, poor job site conditions, or Customer's failure or delay in notifying Maryland Paving of any discrepancies in delivered materials or services.
- D. All shipments to any one project shall be considered part of a specific continuing contract related to a single project.
- E. All lien and bond waivers will be effective to the total dollar amount received, deposited, and cleared from the bank on which the check is drawn.

- F. Maryland Paving reserves the right to suspend or refuse orders due to non-payment of past due balances without prior notice until payment in full is made or any dispute resolved. Maryland Paving shall not, in any event, be responsible for any damages due to delays in supply of any labor or materials. For sums justly due and undisputed amounts, the Customer agrees and understands that Customer shall not set off, deduct, or charge back any claims it has or may have against this account, that Customer has no other interest or property right in or to the funds to be paid to Maryland Paving, and that Customer irrevocably assigns to Maryland Paving its accounts receivable from each project owner/contractor.
- G. Customer agrees that any claims concerning quality control or compliance with product specifications shall be waived unless written notice of such claim shall be delivered to Maryland Paving by registered or certified mail at the address found on its invoice within 30 days of receipt of such products by Customer.

6. **Legal Action, Venue, Attorney Fees**

- A. The parties hereto agree that this agreement shall be governed by the laws of the State of Maryland, without regard to conflict of law principles. The parties hereto further agree to submit to the personal jurisdiction of the Courts of the State of Maryland with regard to all disputes related to or arising out of this agreement.
- B. The parties hereto agree that Baltimore County, Maryland shall be the appropriate venue for any and all legal actions related to or arising out of this agreement.
- C. In the event that Maryland Paving must take action to collect on this account or enforce any part of this agreement, Customer agrees to pay all costs including, without limitation, court costs and reasonable attorney fees incurred by Maryland Paving related to such action.

By signing below, (1) I certify that all information provided on this application is correct, and I understand and agree to the terms and conditions of credit set forth herein; (2) I agree to give notice to Maryland Paving within 30 days of any changes in the information contained in this credit application; and (3) I agree that I am authorized to sign and enter into this credit agreement with Maryland Paving on behalf of the applicant identified on the first page of this document.

CUSTOMER:

Signature _____ Date ____/____/____
 Print Name _____ Title _____
 Witness Signature _____ Print Name _____

FOR INTERNAL USE ONLY

Date: ____/____/____ Reviewed by: _____ Action Code: _____

MARYLAND PAVING, a division of Gray & Son, and MARYLAND PAVING ROSEDALE, LLC

* Maryland Paving, a Division of Gray & Son is a tradename owned and used by Gray & Son, Inc., and Maryland Paving Rosedale, LLC is a wholly owned limited liability company of Gray & Son, Inc.

Personal Guaranty

If the Customer is a corporation, all shareholders and their spouses must sign this Personal Guaranty before a witness. If the Customer is a sole proprietorship, the owner and spouse must sign this Personal Guaranty before a witness. If the Customer is a partnership, all partners and their spouses must sign this Personal Guaranty before a witness. If the Customer is a limited liability company, all members and their spouses must sign this Personal Guaranty before a witness.

In consideration of Maryland Paving, a Division of Gray & Son, and/or Maryland Paving Rosedale, LLC (collectively referred to herein as "Maryland Paving") extending credit, I/we jointly and severally do guarantee personally and unconditionally, at all times, to Maryland Paving, the indebtedness of

[Please fill in the Customer's business name]

This Personal Guaranty shall cover all indebtedness of the Customer to Maryland Paving, whether such indebtedness is incurred as principal, guarantor, or endorser, is direct or indirect, is absolute or contingent, is due or to become due, or is now existing or arises hereafter (the afore-mentioned are hereinafter referred to as "Indebtedness"). In addition, the undersigned agree(s) to pay all costs and reasonable attorney fees incurred by Maryland Paving related to any action undertaken to enforce this Personal Guaranty.

This Personal Guaranty shall continue in full force and effect until the expiration of thirty (30) days after written notice of revocation, sent by registered or certified mail, is received by Maryland Paving at its office at 430 W. Padonia Rd., Timonium, MD 21093. Revocation shall only be effective if no monies are due from Customer to Maryland Paving at time of revocation.

No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness or this Personal Guaranty, no release of any person primarily or secondarily liable on the Indebtedness, and no delay in enforcement of payment of the Indebtedness shall affect the liability of any of the undersigned hereunder.

Each of the undersigned waives notice of acceptance of this Personal Guaranty, notice of the extension of credit or financial accommodation to the Customer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this Personal Guaranty may be enforced against any or all of the undersigned without any prior proceeding or action against the Customer.

Guarantor 1

Signature _____ Date ____/____/____
Print Name _____ SSN _____
Witness Signature _____ Print Name _____

Guarantor 2

Signature _____ Date ____/____/____
Print Name _____ SSN _____
Witness Signature _____ Print Name _____

Guarantor 3

Signature _____ Date ____/____/____
Print Name _____ SSN _____
Witness Signature _____ Print Name _____

Guarantor 4

Signature _____ Date ____/____/____
Print Name _____ SSN _____
Witness Signature _____ Print Name _____