

Cunningham Sand & Gravel
P.O. Box 3698, Crofton MD 21144
Phone: 410-721-0403 * Fax: 410-793-0798

APPLICATION FOR CREDIT

Company Name _____

Billing Address _____

City/State/Zip _____

County _____

Billing Phone # _____

Billing Fax # _____

A/P Contact _____

Federal I.D. # _____

Tax Exempt **Yes** **No**
(Please Circle)

In order to qualify for a **Maryland State Sales Tax Exemption**, you must provide us with a properly executed exemption certificate **prior** to shipment of products.

Certificate of Insurance Required to Open Account

Nature of business (Circle One) **Corporation** **Partnership** **Individual** **LLC**

	Principals	Title	Home Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Bank Name _____ Address _____

Phone # _____ Fax # _____ Account # _____

Business Reference

1. Name _____ Address _____

Phone # _____ Fax # _____

2. Name _____ Address _____

Phone # _____ Fax # _____

3. Name _____ Address _____

Phone # _____ Fax # _____

Terms: Net 30 days

We certify that all the above information is true and correct, and hereby authorize Cunningham Sand and Gravel, Inc. to investigate the Business References and Bank information listed above pertaining to company credit. We fully understand your credit terms and agree if approved for credit to make the proper payment in consideration of extending credit.

ALL GUARANTORS MUST COMPLETE THIS SECTION: (Please Print)

Guarantor Name _____ Guarantor Name _____

Guarantor Signature _____ Guarantor Signature _____

Home Address _____ Home Address _____

City/State/Zip _____ City/State/Zip _____

Home Phone # _____ Home Phone # _____

Drivers Lic. # _____ Drivers Lic. # _____

Soc. Sec. # _____ Soc. Sec. # _____

PERSONAL GUARANTY

Date: _____

1. I/We, the undersigned, _____ (Guarantor) residing at _____ and _____ (Guarantor) residing at _____, for and in consideration of Cunningham Sand and Gravel Inc. (hereinafter referred to as "Cunningham") allowing the purchase from Cunningham of sand and/or gravel on credit at the request of _____

(hereinafter referred to as the "Company") of which I/we am/are _____ (Owner(s) of the Company, Partner(s) of the Partnership, Officer(s) of the Corporation, or Members of the LLC) respectively, hereby jointly and severally, personally and unconditionally, guarantee to Cunningham the prompt payment at P.O. Box 3698, Crofton, Maryland 21114 (hereafter, "Cunningham address"), of any amount owed by Company to Cunningham for the purchase of sand and/or gravel on credit, (hereinafter the "Indebtedness").

2. This Guarantee is an absolute, unconditional, continuing guarantee of payment and not of collectibility and is in no way conditioned upon or limited by any attempt by Cunningham to collect from the Company the Indebtedness.
3. The obligations and liabilities of the Guarantor(s) under this Agreement are primary obligations of the Guarantor(s), are continuing and absolute, 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 Cunningham.
4. The failure of the Guarantor(s) to pay to Cunningham any amount of the Indebtedness under the provisions of this Guaranty, shall constitute a default (hereinafter) the "Default" of this Guaranty. Whenever there is a Default under this Guaranty, Cunningham may, at its option, declare an amount equal to any of all of the then unpaid Indebtedness to be immediately due and payable by the Guarantor(s), and the Guarantor(s) shall on demand pay the same to Cunningham in immediately available funds in lawful money of the United States of America, at Cunningham's address.
5. The Guarantor(s) shall indemnify and hold harmless Cunningham against any loss, liability, or expense, including attorney's fees and any other fees and disbursements, that may result from any failure of the Guarantor(s) to pay any of the Indebtedness when and as due and payable, or that may be incurred by or on behalf of Cunningham in enforcing any obligation of the Guarantor(s) to pay any of the Indebtedness and any other obligations and liabilities of the Guarantor(s) hereunder.
6. In the event of insolvency of the Company, the filing by the Company of voluntary or involuntary petition I bankruptcy, or the making of an assignment for the benefit of creditors, all Indebtedness of the Company shall be immediately due, and if not immediately paid by the Company, will be immediately paid by the undersigned Guarantor(s).
7. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for the Indebtedness.
8. Notice of default, nonpayment and notice hereof and consent to any modification or renewal of the credit agreement hereby guaranteed is hereby waived by Guarantor(s).

9. Interest shall accrue at the rate of 10% per annum on the Indebtedness beginning on the date Indebtedness is incurred by the Company. Each of the Guarantor(s) hereby authorize and empower attorney or clerk of any court of record within the United States of America to appear for each such Guarantor in any court, in one or more proceedings, or before any clerk thereof, and confess judgment against the Guarantor(s), jointly and severally, or any one or more of them, without prior notice or opportunity for prior hearing, in favor of Cunningham for an amount equal to the then unpaid balance of the Indebtedness, plus interest due and payable by the Guarantor(s) as set forth herein, all other amounts due and payable by the Guarantor(s) hereunder, costs of suit, and attorney's fee of fifteen percent (15%) of such unpaid balance of Indebtedness and interest thereon.
10. Guarantor(s) agree to reimburse and to pay Cunningham for any and all costs and expenses, including without limitation, attorney's fees and court costs, incurred by and on behalf of Cunningham in connection with the collection of any amounts due hereunder.

Witness

Guarantor

Witness

Guarantor

(Must be witnessed at the time of signing
by person other than a Guarantor).

Spousal Consent and Joiner

I consent to join in this Personal Guarantee of Payment executed by
my husband/wife, _____ and agree
to be bound by its terms, this _____ day of _____, 2010.

PAYMENT AGREEMENT

This Payment Agreement is dated this _____ day of _____, 2010, between Cunningham Sand and Gravel (hereinafter “Cunningham”) and _____ (hereinafter the “Company”).

RECITALS

I

Company has applied in writing for permission to purchase material and dispose of clean fill material from Cunningham on a 30 day credit basis.

II

Cunningham has approved the Application for Credit on the ____ day of _____2010 and has informed Company in writing of its approval.

Now thereof, for good and valued consideration, including the approval of the Credit Application by Cunningham, the parties do hereby agree as follows:

1. Cunningham shall supply to Company material and disposal of clean fill upon the request of Company.
2. Upon failure of the Company to pay when due sums owed on credit for the purchase of the material and disposal of material by Company, Company authorizes any clerk of any court of record in Maryland or elsewhere to enter judgment by confession against Company in favor of Cunningham Sand and Gravel, for the full amount of credit so extended, together with interest at 10% annum beginning 30 days after the date of purchase of the sand and/or gravel by the Company, to the date of payment, costs if collection, and attorney’s fees of 15% of the amount due, including interest, and hereby waives, to the extent permitted by law, all rights to stay execution and exemption under the laws of

the United States and the State of Maryland, or any other state, and the right to set aside any confession of judgment. The undersigned agrees that any litigation resulting from this agreement shall have the place of venue of Anne Arundel County, Maryland.

Agreement signed by the above parties on this ____ day of _____, 2010.

WITNESS/ATTEST:

Cunningham Sand and Gravel

_____(SEAL)

By:

(Company Name)

_____(SEAL)

By:

(Owner, Partner, Member of LLC, or Officer
Of Corporation)