

**FRENCHS' CONCRETE  
INC**

1451 EAST 21<sup>ST</sup> STREET ASHTABULA, OH  
6001 VROOMAN RD PAINESVILLE, OH  
(440)-993-1033

**VALLEY BUILDING CENTER,**

5654 STATE RT 7 ANDOVER, OH (440)-293-5995  
1977 SOUTH BROADWAY GENEVA, OH (440)-466-5995

**CREDIT APPLICATION**

Thank you for your interest in obtaining an open charge account.

We have two methods of charging merchandise to our customers, credit cards and open accounts. We will accept three types of accounts for open privileges. These types are as follows:

- 1) Large Companies that do not have the ability to pay cash.
- 2) Individuals that have one large project such as a new home. **This must be tied to a construction loan.**
- 3) Contractors, we define a contractor as anyone that has the capability of purchasing at least **\$1,000.00 per month for eight months of the year.**

Please indicate the reason for requesting an open account.

1. \_\_\_\_\_ Large Company. 2. \_\_\_\_\_ Construction Loan. 3. \_\_\_\_\_ Contractor

If you do not meet the above criteria, we ask that you use your MasterCard, Visa or Discover.

If you have checked one of the boxes above, we would like to establish an open account for you. Our terms are net 10<sup>th</sup> prox (charges during the month are due the 10<sup>th</sup> of the following month).

If you have any questions regarding the following information, please call 440-293-5133.

We appreciate your business and look forward to serving you in the future. Once you have completed the Credit Application please fax it to 440-689-0068 or mail to P.O. Box 1360 Andover, OH 44003.

Thank you

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# **CREDIT APPLICATION AND CONTRACT**

THE UNDERSIGNED hereby applies to Frenchs' Concrete and Valley Building Center, Inc. for an open credit account and represents and warrants the following credit information to be true and accurate and complete.

ANY CREDIT EXTENDED will be in reliance on the statements herein, which are certified to be correct and complete. If any part of this application is incorrect or incomplete, than the total indebtedness shall become immediately due and payable.

FOR AND IN CONSIDERATION of goods received or to be received on open account, the undersigned hereby promises to pay the following:

1. The balance shown on each invoice in full according to the terms on each invoice;
2. Service charges of 1.5% PER MONTH compounded monthly which is an annualized rate of 19.5618% PER ANNUM.
3. The entire balance of the open account, should any part of the account become past due;
4. All costs and expenses, including attorney's fees, incurred in collecting the open account or any part thereof.

IT IS UNDERSTOOD that purchases will be billed the following day in which the purchases were delivered. In order to avoid a FINANCE CHARGE, the balance shown on any invoice must be paid in full by the 10<sup>th</sup> of the following month. The FINANCE CHARGE is computed by a periodic rate of 1.5% per month compounded monthly which is an annualized rate of 19.5618% per annum applied to the previous balance after deduction of any payments, returns, and credits. Invoices not paid by the 10<sup>th</sup> of the month will be considered past due.

THE UNDERSIGNED hereby irrevocably empowers and authorizes any Attorney of any Court of Record to appear for the undersigned in such Court and with or without declaration filed, confess judgment against the undersigned and in favor of Frenchs' Concrete / Valley Building Center, Inc. for the amount then due with interest on the unpaid balance, together with cost of suit, and attorney's fees whether due or not, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratify and confirming all that the said attorney may do by virtue hereof.

THE ABOVE TERMS HAVE BEEN REVIEWED AND ARE HEREBY AGREED TO WITH THE INTENT TO BE LEGALLY BOND

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Name of business/Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ (SEAL)

Position: \_\_\_\_\_

BUSINESS/INDIVIDUAL NAME: \_\_\_\_\_

BUSINESS/INDIVIDUAL ADDRESS: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_ - \_\_\_\_\_ CELL: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_

**TO BE FULLY COMPLETED BY ALL APPLICANTS**

PRINCIPAL CHECKING ACCOUNT IS HELD AT: \_\_\_\_\_

OFFICE LOCATION: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ PHONE #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

THE PRINCIPAL LENDER TO THE BUSINESS IS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOTAL LOANS: \_\_\_\_\_ PHONE #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

DO THESE LOANS INCLUDE A LINE OF CREDIT? \_\_\_\_\_ IF YES, AMOUNT: \_\_\_\_\_

**PLEASE PROVIDE THREE (3) MAJOR BUSINESS REFERENCES:**

1. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

2. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

3. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

I/WE READ AND UNDERSTAND THE CREDIT TERMS SET FORTH HERIN AND AUTHORIZE FRENCHS' CONCRETE TO OBTAIN INFORMATION FROM THE REFERENCES LISTED IN THIS APPLICATION OR BY CREDIT BUREAU REPORT.

DATE: \_\_\_\_\_ BUSINESS/INDIVIDUAL NAME: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ ( SEAL)

SIGNATURE: \_\_\_\_\_ (SEAL)

# INDIVIDUAL PERSONAL GUARANTY

Date \_\_\_\_\_ 20\_\_\_\_

I, \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_, for and in consideration of your extending credit at my request to

\_\_\_\_\_, of which I am \_\_\_\_\_, hereby personally guarantee to you the

payment at FRENCHS' CONCRETE and or VALLEY BUILDING CENTER, INC. in Andover, Ashtabula County, State of Ohio, of any obligation of the company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

In the event it becomes necessary to institute suit to collect the original obligation hereby guaranteed, Guarantor agrees to pay costs of suit to include attorney fees.

**WARNING- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CASE.**

Guarantor \_\_\_\_\_ Signature \_\_\_\_\_  
(PLEASE PRINT LEGIBLY)

Guarantor \_\_\_\_\_ Signature \_\_\_\_\_  
(PLEASE PRINT LEGIBLY)

Witness \_\_\_\_\_ Signature \_\_\_\_\_  
(PLEASE PRINT LEGIBLY)

Witness \_\_\_\_\_ Signature \_\_\_\_\_  
(PLEASE PRINT LEGIBLY)

