

*(Please type or print in blue or black ink)* **APPLICANT INFORMATION**

Legal Name of Applicant				
Trade Name (If Applicable)			Tax I.D. Number	
Principal Place of Business Address (not P.O. Box)				
City	State	County	Zip	
Mailing Address (if different)				
City	State	Zip	Business Telephone Number	
Key Contact Name		Title	Business E-Mail Address	Business Fax Number
Date Business Established	Current ownership (# of years)		State of Incorporation/Registration	Mobile Number
Describe Applicant's Business			D&B#	
Type of Ownership (Select One)				
<input type="checkbox"/> Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> C-Corp. <input type="checkbox"/> S-Corp. <input type="checkbox"/> L.L.C. <input type="checkbox"/> Non Profit <input type="checkbox"/> Professional Assoc.				
Has the business or any principal ever filed bankruptcy?			Are there any outstanding security interests or liens on Applicant's assets?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>yes</b> , date filed: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>yes</b> , explain: _____	

**PRINCIPALS (Owners)**

(1) Name	Title	SS#	Spouse's Name	SS#
Physical Address		City	State	Zip
(2) Name	Title	SS#	Spouse's Name	SS#
Physical Address		City	State	Zip
(3) Name	Title	SS#	Spouse's Name	SS#
Physical Address		City	State	Zip

For more than three owners attached additional sheet(s).

**JOB DESCRIPTION**

Name/Job Location	Yardage Est. Per Month
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Other (Specify) _____	Amount of Credit Applied For

**FINANCIAL INFORMATION**

<b>COMMERCIAL LOAN</b>	Bank	Account #	Contact	Phone #
<b>COMMERCIAL CHECKING</b>	Bank	Account #	Contact	Phone #

**TRADE REFERENCES**

(1) Name	Acct#	Contact	Phone #	Fax #
(2) Name	Acct#	Contact	Phone #	Fax #
(3) Name	Acct#	Contact	Phone #	Fax #

**NOTICE:** The undersigned ("Applicant") hereby makes application for credit with GreenRock Materials, LLC ("GreenRock"). In this connection, Applicant hereby authorizes and requests each trade and bank reference listed herein to advise GreenRock of its credit experience with, and to express an opinion as to the credit record of, Applicant. Applicant, and each person signing below on behalf of Applicant and/or signing as a Guarantor, agrees that GreenRock may obtain personal credit reports with respect to Applicant and each such person in connection with the credit, or continuation thereof, sought or provided hereby, or pursuant to a subsequent application or request. Applicant, and each person signing below on behalf of Applicant and/or signing as a Guarantor, further agrees that GreenRock may share the information contained herein for the purpose of obtaining and/or evaluating the creditworthiness of Applicant and each such person, and for collecting upon any debt or liability owed to GreenRock Materials, LLC.

Applicant acknowledges that GreenRock may, in its soles discretion, refuse to extend credit to Applicant in connection with any purchase or transaction. Furthermore, the fact that this application contains reference to "amount of credit applied for" shall not be deemed a limitation of liability of Applicant or any Guarantor. If credit in any amount is extended, Applicant agrees to pay all invoices in accordance with the terms and conditions hereof and further agree to pay all costs of collection, including attorney's fees.

**TERMS AND CONDITIONS**

**Payments and Charges.** All amounts paid within ten days of the date of purchase (the "Discount Period") will be allowed a one percent (1%) discount unless quoted on a net basis. Any amount not paid within the Discount Period will be due Net 30 days. All amounts unpaid after 30 days will bear interest at one and one half percent (1½ %) per month until paid. The Applicant and all Guarantors unconditionally guaranty all costs, expenses and attorneys' fees of collection.

**Credit and Security Interest.** Each order shall be subject to GreenRock's approval of Applicant's financial responsibility and credit on the actual delivery date, and GreenRock reserves the right to restrict an order to a cash sale or to specify all credit terms and security to be given for the extension of credit. GreenRock reserves a purchase money security interest in the products sold until such time as GreenRock has received payment in full. In this connection, Applicant appoints GreenRock as its attorney in fact to execute and file (manually or electronically) on behalf of Applicant such financing statements as might be reasonably required to perfect such security interest.

Applicant:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY**

As an inducement to GreenRock Materials, LLC ("GreenRock") to extend credit to Applicant, and in consideration thereof, the undersigned agrees that:

1. This personal guaranty obligation shall be binding upon Guarantor without any further notice of acceptance hereof, and the same shall be deemed to have been accepted by the execution of this document.
2. Guarantor acknowledges that this guaranty is guaranteeing immediate payment of any uncertain sum for services and materials to be provided in the future upon each and every default in payment by Applicant, without any notice to or demand upon Guarantor. Guarantor will pay to GreenRock the sum or sums in default and otherwise comply with and perform all terms, covenants and conditions of Applicant's agreement, purchase order or invoice with GreenRock.
3. No extensions, forbearance or leniency extended by GreenRock to Applicant shall discharge Guarantor and Guarantor agrees that at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has not received notice of any said default or any forbearance or extensions.
4. GreenRock and Applicant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, memos or other covenants respecting any agreement, purchase order or invoice between them and Guarantor shall not be released thereby, it being intended that Guarantor hereby agrees and consents to any and all such modifications, extensions, memos or other covenants.
5. Guarantor shall be bound by each and every covenant, obligation, power and authorization, without limitation, in any agreement, purchase order or invoice between GreenRock and Applicant, with the same force and effect as if Guarantor were designated in and had executed or was a party to said agreement, purchase order or invoice.
6. This Guaranty shall be governed by the laws of the Commonwealth of Virginia and shall bind the heirs, executors, legal representatives, successors, and assigns of the undersigned and when signed by more than one shall be the joint and several obligation of each.

This Guaranty covers all indebtedness, obligations and liabilities to GreenRock purporting to be made by or undertaken on behalf of the Applicant by any officer or agent of Applicant, without regard to the actual authority of such officer or agent or whether Applicant is correctly and legally chartered and organized or not.

_____ Guarantor	(SEAL)	Social Security Number	Date
_____ Guarantor's Spouse	(SEAL)	Social Security Number	Date
_____ Guarantor	(SEAL)	Social Security Number	Date
_____ Guarantor's Spouse	(SEAL)	Social Security Number	Date

**A facsimile version of this application will be considered as the original.**

**Fax to:** (804) 452-5051

**Mail to:** GreenRock Materials, LLC, Post Office Box 810, Quinton, VA 23141

**Tel:** (804) 452-5050 • **Web:** www.greenrock.net