



**725 East Parr Road, Berne, In 46711
 (260) 422-8767 US WATS (866) 992-2743 Fax (260) 589-2088**

Credit Agreement

Customer Name: _____
 Street Address: _____
 P.O. Box: _____ City: _____ State: _____ Zip: _____
 Telephone: (____) _____ Fax: (____) _____
 ___ Corporation ___ Partnership ___ Sole Proprietorship ___ Limited Liability Co. ___
 State of Origin: _____ Dun & Bradstreet Number: _____
 Type of Business: _____ No. of Years in Business: _____
 Name of Predecessor Businesses: _____
 Person to Contact Regarding Invoices: _____ Phone: _____
 Parent Company (if applicable): _____
 Street Address: _____
 P.O. Box: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____
Credit Limit Requested: _____ **Federal ID#:** _____
 Sales Tax Exempt #: _____ (Please attach copy of form)

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.

Name	Home Address	Phone	Social Sec. No.	Position
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Has any judgment ever been entered against any of the companies or individuals listed above? _____

Are there legal actions or arbitrations pending against any of the companies or individuals listed above? _____



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Banking Information (Attach separate schedule if necessary)

Primary Bank:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Other Bank:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Credit References

Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____ Contact: _____

Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____ Contact: _____

Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____ Contact: _____

Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____ Contact: _____

Please attach separate financial statement of assets and liabilities.

TERMS AND CONDITIONS

I/we certify that the above information is correct and complete and further understand that Seller will rely on this information for the extension of credit. Customer authorizes Seller at any time and from time to time to obtain Credit Reports on Customer or any individuals listed above or to obtain credit and funding information from other persons or entities listed above. Customer further agrees to supply such additional information as may be required by Seller to warrant the future extensions of credit or to enable Seller to perfect liens or to recover upon any bond issued.

Customer agrees to pay service charges of 1 1/2% interest per month on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including attorney's fees in the amount of 1/3 of the total balance due from Customer in the event this account is placed with an attorney for collection, whether suit is filed thereon or not. Customer expressly agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether suit is brought by Seller or Customer, shall be the County of Allen, Indiana. This Agreement shall be governed by and construed in accordance with the laws of Indiana.



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Customer further agrees to pay all amounts due under this Agreement, including interest and cost of collection, for all labor and materials supplied on this account before Seller has received written notice closing this account mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event of such a change in legal structure or the existence of related entities or individuals, it is agreed that both the Customer and the related legal entities or individuals shall be obligated for all amounts due under this Agreement.

Customer agrees that all shipments to any one project shall be considered part of a specific continuing contract related to a single property. All waivers executed by Seller shall be effective only to the dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any circumstances, regardless of what other documents have been presented to Seller for signature which may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary from Customer.

Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Customer agrees to pay a reasonable storage fee if materials are stored on Seller's yard more than 60 days.

Applicant(s):

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT

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 (provided the applicant has the capacity to enter into a binding contract); 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 concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.