

CREDIT APPLICATION

Date: \_\_\_\_\_

The following information is submitted for your consideration as a basis for opening an account for us, and the references are authorized to provide you with the credit information you may require.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Ours is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_ Individual Business

Year Started: \_\_\_\_\_ Year Incorporated: \_\_\_\_\_ State: \_\_\_\_\_

Type of Business: \_\_\_\_\_

The principal owner(s) or stockholder(s) is/are:

| Name  | Home Address | City  | Phone Number |
|-------|--------------|-------|--------------|
| _____ | _____        | _____ | (____) _____ |
| _____ | _____        | _____ | (____) _____ |
| _____ | _____        | _____ | (____) _____ |

| Principal Suppliers<br>(3 References Required) | Company Name | Phone #      | Email (Required) |
|--|--------------|--------------|------------------|
| _____  | _____        | (____) _____ | /                |
| _____  | _____        | (____) _____ | /                |
| _____  | _____        | (____) _____ | /                |
| _____  | _____        | (____) _____ | /                |

**Our monthly tonnage requirement will be:** \_\_\_\_\_

I understand and agree to the following terms of sale: If invoices are not paid within 30 days, the unpaid balance shall bear interest rate of 1.8% per month (21.6% annum) and buyer agrees to be responsible for payment of all reasonable attorney's fees and collection costs.

Name of Firm or Corporation: \_\_\_\_\_

Signed by (Officer of Company): \_\_\_\_\_

The undersigned does hereby certify that he/she is authorized to sign this application on behalf of the applicant and further certifies the above credit information is correct and authorizes and directs the above-indicated bank and business references to verify said information and give additional requested information to Ogden Avenue Materials, Inc./Reliable Ogden LLC, upon request. The undersigned acknowledges that he/she has read and agrees to be bound by the terms of this agreement. A facsimile copy of this agreement shall be as binding as the original and shall include all the terms therein.

\_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
 Date Print Name Signature Title

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account (including interest and attorney's fees) and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of credit given. The undersigned waives all rights to a jury trial and to file a counter-claim and consents to jurisdiction and venue with the Circuit Court of Cook County, Illinois. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon Ogden Avenue Materials, Inc./Reliable Ogden LLC, by Certified Mail-Return Receipt Requested, declaring said personal guaranty shall not apply to future purchases.

\_\_\_\_\_  
 Print Name Signature (NO TITLE, IN INK) Address, City, State, Zip

\_\_\_\_\_  
 Print Name Signature (NO TITLE, IN INK) Address, City, State, Zip

**CREDIT TERMS**

If the customer fails to timely pay any and all sums due as and when payable pursuant any purchase order, or fails to timely pay any other costs, fees, expenses or other liabilities arising in connection with such failure to pay such sums (collectively, the "indebtedness") pursuant to the terms of this agreement and Ogden Avenue Materials, Inc. ("Ogden")/Reliable Ogden LLC ("ROL") elects to take action to collect this account, the customer shall pay all costs incurred by Ogden/ROL, including, but not limited to: Attorneys' fees, collection agency fees, court cost, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond cost. The customer assigns as security for any indebtedness incurred or to be incurred to Ogden/ROL under this account all of the customer's presently owned and existing and hereafter acquired and arising accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing collateral. Customer appoints any representative of Ogden/ROL as customer's Attorney-in-fact to sign and file an UCC-I Financing Statement to perfect the security interest. The law of the State of Illinois shall govern this transaction, and jurisdiction and venue for the hearing for any matter in dispute shall be with the Circuit Court of Cook County, Illinois. Customer waives any right to a jury trial and any right to file a counter-claim in any action to enforce this agreement. At Ogden/ROL's sole discretion, any deposition will take place in Cook County.

The customer authorizes any of its employees it sends to Ogden/ROL to deliver or pick up equipment or materials, for purchase, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the customer directs Ogden/ROL to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes Ogden/ROL to leave the material and equipment at the designated place of delivery. Upon said delivery, the customer will be responsible for said material and equipment. Ogden/ROL's use of a purchase order number is for the customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

If the customer is not a corporation, or there is a change or ownership of the customer's business entity, the principle owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail, Return Receipt Requested, to Ogden/ROL. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered; and, (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives Ogden/ROL written notice by Certified Mail, Return Receipt Requested, within three (3) days of delivery, the customer waives any claim he may have against Ogden/ROL for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

The customer shall indemnify and hold Ogden/ROL harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The customer acknowledges receipt of the notice of Payment Terms which is attached hereto and made a part hereof. The parties agree that this application, including the attached notice of payment terms form the entire agreement governing customer credit and payment terms for any and all material and/or equipment requested by the customer to be made solely on Ogden/ROL's form of purchaser orders and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent to subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of this agreement.

935 W. Chestnut St., Suite 100, Chicago IL 60642-5448

Phone: 312-738-0600 | Fax: 312-738-0660

# PAYMENT TERMS

To: All Valued Customers

RE: **Payment Terms**

As the construction season starts, I would like to take this time to remind all customers of payment terms for Ogden Avenue Materials and Reliable Ogden LLC. To a great extent most of our customers pay their invoices promptly, which is greatly appreciated. To all of you who fall into this category we extend our thanks and appreciation.

- Payment terms are **Net 30 Days** from invoice date.
- All accounts not paid within 30 days from the invoice date will be subject to a Service Charge equal to 1.8% per month, 21.6% annually, of the outstanding balance.
- All accounts with a balance that reaches 45 days outstanding may receive a collection letter with a Statement of Account. If payment is not received in the time allowed, your account may be suspended at all Ogden Avenue Materials / Reliable Ogden LLC locations.
- All accounts will be subject to review for possible lien action when invoices remain unpaid after 60 days. When appropriate, we may send lien notices prior to the 90-day limit.
- All accounts with balances of 75 days outstanding may be turned over to our attorney for collection. Should this step be necessary, you are responsible for all legal and collection costs. Credit status will only be reinstated once the account has been paid, including all outstanding Service Charges and collection costs.

In addition, we would like to remind you that drivers must provide your company name and an exact location for material purchases. We no longer will accept street intersections or general area descriptions. Also, any tax-exempt documentation must be presented at the time of sale. Without proper tax-exempt documentation, you will be billed for sales tax.

Should you have any questions, please do not hesitate to call us at (312) 738-0600.

Sincerely,

James T. Demos  
Chief Financial Officer  
Ogden Avenue Materials / Reliable Ogden LLC