

# SC ROCK, LLC

## APPLICATION FOR CREDIT (1099)

NOTE: Failure to sign application or fill it out completely will cause delay in processing.

### APPLICATION FOR CREDIT

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

Please answer all questions, if question is not applicable, write n/a or none. Failure to sign application or fill it out completely will cause a delay in processing. A fax copy may be used for review, but a signed original must be in our file before the credit can be extended.

Business Name: \_\_\_\_\_ Fed Tax ID No: \_\_\_\_\_

Business Address (Street): \_\_\_\_\_

Business Address (Mailing): \_\_\_\_\_  
City State Zip

<b>CREDIT LIMIT REQUESTED</b>
\$ _____

How long have you operated under this name? \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors License No: \_\_\_\_\_

State Sales Tax No: \_\_\_\_\_

City Sales Tax No: \_\_\_\_\_

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

Tax Exempt:  Yes (If yes attach tax exemption certificate) No

<b>CHECK ONE</b>	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Proprietorship
<input type="checkbox"/>	LLC
<input type="checkbox"/>	Individual
<input type="checkbox"/>	Other

#### INFO FOR ALL PRINCIPALS:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Soc. Sec # \_\_\_\_\_

Home Address: \_\_\_\_\_ No. Years: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address (If less than 3 years at present) \_\_\_\_\_

Spouse's Name (write none if not married) \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Soc. Sec # \_\_\_\_\_

Home Address: \_\_\_\_\_ No. Years: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address (If less than 3 years at present) \_\_\_\_\_

Spouse's Name (write none if not married) \_\_\_\_\_

Present local materials supplier: 1 \_\_\_\_\_ Fax: \_\_\_\_\_

Other references: 2 \_\_\_\_\_ Fax: \_\_\_\_\_

(including at least one bonding company) 3 \_\_\_\_\_ Fax: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Fax: \_\_\_\_\_

Checking account # \_\_\_\_\_ Bal: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

Savings account # \_\_\_\_\_ Bal: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Have you or any officer had an account with before? \_\_\_\_\_ When? \_\_\_\_\_

Under what name? \_\_\_\_\_

Has the applicant been in business under any other name? \_\_\_\_\_

Under what name? \_\_\_\_\_

Payment Terms: As an inducement to SC ROCK, LLC (hereafter called SCR) to extend credit to and to otherwise deal with \_\_\_\_\_ (Hereafter called Applicant), and in consideration thereof, personally guarantee to SCR your successors and assigns, absolutely and unconditionally, the due and punctual payment of any and all debts, obligations, primary or secondary (whether by way of endorsement or otherwise), of Applicant, at any time, now or hereafter, incurred with or held by you, together with interest, as and when the same become due and payable, whether by acceleration or otherwise, in accordance with the terms of any such debts, obligations, or agreements evidencing any such indebtedness or liability including all renewals, extensions and modifications thereof. If signed hereunder by two or more persons, the undersigned agrees that the guarantees, obligations and undertakings in this personal guaranty are joint and severable. Applicant warrants and represents that it has the authority to enter into this agreement.

This obligation and liability on the part of the undersigned shall be primary and not a secondary obligation and liability. Payable immediately upon demand with recourse and first having been had by you against the Applicant or any person or financial corporation. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and a half percent (1 1/2 %) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if SCR in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired or if a default occurs for any reason provided in this Agreement, the SCR, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this agreement, to be immediately due and payable, or terminate the credit privileges of the Applicant, or both. Applicant agrees to pay in full all cost and expenses incurred by SCR in collecting amounts owed by Applicant under the agreement, including all court cost, and attorney's fees.

Waiver: SCR may at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent, or prior default by Applicant. Applicant waives notice of default of this agreement and waives presentment, demand, protest, and notice of dishonor to any instrument.

Applicant certifies that any and all information now and hereafter supplied to SCR by applicant or at SCR's request or instruction is both accurate and complete and Applicant will upon request establish the accuracy of such information. Applicant will promptly notify SCR (by certified mail) if Applicant should change its name or begin to do business under another name or in any way change its legal status.

S.565 (Act 240), otherwise known as the Fair Notice/Payment Bond Bill, was ratified by the General Assembly on March 23rd and signed by the Governor on March 29th. The bill creates a fair notice provision under state law. The creation of this requirement will insure bonded contractors and subcontractors will be notified upfront of all potential claimants who do not hold direct contractual relationships with the bonded contractor. This will ensure the subcontractor is paid and at the same time will protect the bonded contractor from paying twice. The bill went into effect on April 20th. (In order for us to comply with S.565 we will need the Request for Quote Form to be filled out in full on every project our material is used on. Failure to comply with this request will constitute a breach of contract.)

#### GENERAL PROVISION

This application and the information contained herein is a request for the extension of credit whereas the Applicant authorizes SCR to obtain a written or oral credit report on Applicant and on the undersigned in their individual capacity from any credit report agency. Applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to SCR which will assist SCR in its credit investigation. The Applicant further authorizes SCR to investigate the Applicant's credit status from time to time as SCR deems necessary. Any changes in legal status must be communicated to SCR by certified mail. The original applicant will remain liable until such time as SCR has received notice of the change in legal status and has been given a reasonable period of time to respond to such notice. Further, should this account be placed for collection, the Applicant agrees to pay all cost of collection, including reasonable attorney fees.

**WITNESSED:**

_____	_____
Name	Company Name
_____	_____
Address	Authorized Signature
	_____
	Printed or Typed Name of Signer
	_____
	Company Position Held by Signer

**THANK YOU FOR GIVING US THE OPPORTUNITY TO DO BUSINESS WITH YOU!**

3350 HWY 9 BUSINESS LORIS, SC 29569  
PH: 843-756-3704 FAX: 843-756-3725  
EMAIL: GORETOWN@SCROCK.NET

PERSONAL GUARANTY

For Good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce SC ROCK, LLC (hereafter called SCR) to extend credit on open account

Whose address is \_\_\_\_\_  
(hereinafter the Borrower), the undersigned name(s) is (are) and address(es) is (are) \_\_\_\_\_

\_\_\_\_\_ hereby personally guarantee(s) to SCR, its successors and assigns, absolutely and unconditionally, the prompt and full payment of all Borrower's liabilities, obligations, and indebtedness to SCR whether past, present, future, direct or indirect, absolute or contingent, including, but not limited to all sums due to SCR on open account, accrued interest, and finance charges (hereinafter collectively called "Liabilities") The undersigned authorized SCR to obtain a written or oral credit report on them from any credit-reporting agency.

The undersigned further agree(s) that, with or without notice or demand, the undersigned will reimburse SCR for all expenses, including attorney's fees, incurred by SCR in connection with the Liabilities or the collection thereof, and including all expenses and attorney's fees incurred by SCR in connection with enforcement of and collection upon this guaranty.

This guaranty is continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Borrower with SCR. This guarantee does not affect SCR's right to refuse credit at any time, and such refusal does not affect the undersigned obligations hereunder. This instrument is a guarantee of payment and not of collection. The undersigned waive(s) any right to require that any action be brought against the Borrower by SCR and understands that the liability of the undersigned is direct and unconditional.

The undersigned hereby waives formal acceptance of this guaranty, notice of the maturity of payments, notice of default by the Borrower and any and all other notices require by statute or otherwise.

If signed hereunder by two or more persons the undersigned agrees that the guarantees, obligations and undertakings in this personal guaranty are joint and severable.

\_\_\_\_\_  
First Signature (No titles Signature only)

\_\_\_\_\_  
Second Signature (No titles Signature only)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_ to-wit:

SUBSCRIBED and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary public (First signature notarized here)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_ to-wit:

SUBSCRIBED and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary public (Second signature notarized here)