



P.O. Box 155  
 251 Jonas Ridge Highway  
 Pineola, NC 28662  
 (828) 733-0525  
 (828) 733-3924 FAX

**APPLICATION FOR CREDIT**

(Please type or print)

Name:		
Doing Business As:		
Social Security/Federal ID#:		State & Contractors License #:
Date of Birth/Date Company Established:		
Type of Work:		
Mailing Address:		
Physical Address:		
City:	State:	Zip Code:
Home Phone #:	Business Phone #:	
Fax #:	Cell Phone #:	

<b>Check One:</b> Corporation:    Partnership:    Individual:    LLC:    Government/Tax Exempt:			
<b>List Owners, Partners, Officers:</b>			
Full Name:	Title:	Home Address:	Phone#:
Have you/your company filed bankruptcy in last 7 years or suits filed against you?    YES    NO			
Name of Bank:		Phone #:	
Address:		Contact Name:	
Do you have a construction loan?			
<b>Trade or Credit References – Please list at least three.</b>			
<b>Name:</b>		Address:	
Contact Name:		Phone #:	Fax #:
<b>Name:</b>		Address:	
Contact Name:		Phone #:	Fax #:
<b>Name:</b>		Address:	
Contact Name:		Phone #:	Fax #:
<b>Name:</b>		Address:	
Contact Name:		Phone #:	Fax #:

**Statement:** TERMS OF THIS ACCOUNT SHALL BE PAYMENT DUE 10<sup>TH</sup> OF MONTH FOLLOWING PURCHASE. A credit service charge of 1 ½ % per month (18% annually) will be made on any account not paid by the terms. In the event of default on account the undersigned agrees to pay all attorney’s fee of 15% of the balance then due and owed, plus all collections and court costs. Permission is granted by signatures below for R.H. Loven Company / Loven Ready Mix or its agents to contact the references listed hereon, or any other source, including but not limited to credit bureaus, for the purpose of obtaining credit information. The creditor, bank, lending institution, or other source contacted has permission to furnish any and all information requested.

Applicant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

In order to induce the above named entities, either singularly or jointly (hereinafter called You), to extend credit and to otherwise deal with \_\_\_\_\_

Insert Customer Name

(hereinafter called Buyer), and in consideration thereof, the undersigned hereby absolutely and unconditionally guarantees to you and your successors and assigns the full and prompt payment when due of any and all debts, obligations, primary or secondary (whether by way of endorsement or otherwise), of Buyer, at any time, now and hereafter, incurred with or held by you, together with interest, as and when the same becomes 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 modification thereof. This Guarantee is continuing and unlimited as to the amount.

This obligation and liability on the part of the undersigned shall be payable immediately upon demand without recourse first having been had by you against the Buyer or any person, firm, or corporations, whether primarily or secondarily liable, or against any Collateral held by it, before resorting to the undersigned for payment, and the undersigned shall not be entitled to assert as a defense to the enforceability of the Guaranty any defense of the Buyer with respect to any of its liabilities or obligations.

The undersigned waives notice of acceptance of this Guaranty, notice of any liability or obligations to which it may apply and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any liabilities or obligations, waiver of notice of intent to accelerate, waiver of notice of accelerations and notice of any suit or the taking of other action by you against Buyer, the undersigned or any other person and any other notice to any party liable thereon (including the undersigned) and any applicable statute of limitations. The undersigned further hereby agrees to waive the benefits of any provision of law requiring that you exhaust any right or remedy, or take any action, against the Buyer, any Guarantor, and any other person and/or property including but not limited to the provisions of N.C.G.S. 8826-7 through 26-9, inclusive, as amended, or otherwise.

In addition to the above guarantees, the undersigned unconditionally guarantees the payment of all costs, expenses and reasonable attorney fees at any time paid or incurred in endeavoring to collect said indebtedness, liabilities and obligations and/or in and about enforcing this instrument.

This agreement shall insure the benefit to you, your successors, and assigns, and the owner and holders of any of the indebtedness, obligations and liabilities hereby guaranteed.

If the Buyer is a corporation, this instrument covers all indebtedness, obligations and liabilities to you purporting to be made or undertaken in behalf of such corporation by any officer or agent of said corporation, without regard to the actual authority of such officer or agent. The term corporation shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized or not.

This obligation shall be construed in accordance with the laws of the State of North Carolina 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.

The undersigned herewith authorized you to obtain my/our personal credit report(s) for the use of obtaining personal credit information and to use the credit information given to investigate credit of the Buyer, any principals therein and/or the undersigned.

GUARANTOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

GUARANTOR'S PRINTED NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS PRINTED NAME: \_\_\_\_\_