

**NEW ENGLAND SPECIALTY SOILS**

435 Lancaster Street  
Leominster, Massachusetts 01453  
Ph: (978) 230-2244 Verizon  
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**CREDIT APPLICATION**

Name of firm or individual \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_

The following information is submitted for your consideration as a basis of extension of credit to us.

Type of business: \_\_\_\_\_ Years in business: \_\_\_\_\_

Ownership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Proprietorship: \_\_\_\_\_

Please list full names of owners/officers, titles, home address, and social security numbers.

| <u>Name</u> | <u>Address</u> | <u>Social Security Number</u> |
|-------------|----------------|-------------------------------|
| _____       | _____          | _____                         |
| _____       | _____          | _____                         |
| _____       | _____          | _____                         |

Annual sales volume: \_\_\_\_\_ Monthly credit requested: \_\_\_\_\_

Prior/current trade names used: \_\_\_\_\_

Have you ever filed for protection under the U.S. bankruptcy code? Yes \_\_\_\_\_ No \_\_\_\_\_

Credit References: (Material Suppliers)

| <u>Company Name</u> | <u>Complete Address</u> | <u>Telephone Number/Fax Number</u> |
|---------------------|-------------------------|------------------------------------|
| _____               | _____                   | _____                              |
| _____               | _____                   | _____                              |
| _____               | _____                   | _____                              |

Bank References: (Note type of account)

| <u>Bank Name</u> | <u>Complete Address</u> | <u>Account Number &amp; Type</u> |
|------------------|-------------------------|----------------------------------|
| _____            | _____                   | _____                            |
| _____            | _____                   | _____                            |
| _____            | _____                   | _____                            |

CREDIT CONTRACT

Upon approval of Credit Application, New England Specialty Soils, LLC (hereinafter referred to as NESS) will sell goods, materials, and services on credit. In return and in consideration thereof, the undersigned make the following promises.

- 1) I will pay at Leominster, Massachusetts for all goods, materials sold, and services performed within thirty (30) days of the date of invoice. NESS shall have the right to terminate this arrangement at any time with or without reason or explanation. NESS agrees to deliver periodic statements of my account covering my transactions. I further agree to advise NESS when making payments for goods and services rendered as to which invoices my payment is to be applied. If I do not provide this remittance advice, NESS shall have the right to apply payment to the oldest outstanding invoices first.
2) If I do not pay for all goods, materials, supplies, and services rendered within thirty (30) days of invoice date, then I will pay, in addition to the amount billed, a FINANCE CHARGE equal to 1 1/2% per month for an ANNUAL PERCENTAGE RATE of 18%. I also agree that my account will not be considered paid in full until all invoices and finance charges are paid.
3) If I do not pay within the credit terms granted, NESS may immediately suspend my rights to credit and cease shipment of goods to me and/or require C.O.D. payments on my account. I agree to also pay costs and expenses of collection, including reasonable attorney's fees incurred by NESS in collecting this delinquent account.
4) The undersigned understand the terms of this credit contract and in consideration of the extension of credit and/or the sale of goods, materials, and service agree to said terms.

I hereby authorize NESS to whom this application is made or any credit bureau or other investigative agency employed by NESS to investigate the references or statements herein listed. Signature below shall authorize NESS to investigate my/our credit and shall constitute permission for NESS to obtain release of my/our banking records and information.

Signature of Officer or Owner

Date

PERSONAL GUARANTY

Date

I \_\_\_\_\_ residing at \_\_\_\_\_

for good and valuable consideration including the extension of credit which I hereby acknowledge as having been received do hereby personally guaranty indebtedness of \_\_\_\_\_ to New England Specialty Soils, which may become due. (Company name)

This guaranty shall be continuing and irrevocable guaranty and indemnity to New England Specialty Soils. Further, I hereby subrogate any indebtedness of \_\_\_\_\_ which it may have to me to the indebtedness of New England Specialty Soils. (Company name)

I do hereby waive notice of default, non-payment and notice thereof and to jury trial and consent to all renewals of extension of credit.

Signature (personally and individually)

Witness signature

Witness address