

Healy Asphalt Company, L.L.C.
Application for Credit

Customer Name and Address: _____ No. of years at address _____
_____ Telephone Number _____

OWNERSHIP: Corporate _____ Partnership _____ Individual _____
(Date of Inc. _____)

PRINCIPAL(S): _____
Name Address Phone

Name Address Phone

FINANCING: _____
Bank Address

REFERENCES: _____
Name Address Phone

Name Address Phone

Name Address Phone

TERMS AND CONDITIONS OF CREDIT ACCOUNT

In consideration of buying asphalt materials on open account from Healy, Customer agrees to pay for all monthly purchases by the end of the month following receipt of Healy's invoice. Customer represents that all information provided herein is accurate and that it fully understands that its credit terms are net 30 days with interest accruing on over due balances at the rate of 1.5% per month. Customer agrees that any dispute between Healy and Customer, shall be submitted to binding arbitration under the jurisdiction of the American Arbitration Association, Construction Industry Rules. The venue for all arbitration proceedings shall be at the office of Healy, 3401 S. Busse Road, Mount Prospect, Illinois. Customer agrees to pay all costs incurred by Healy to collect over due balances from Customer, including arbitration, expert witness, and reasonable attorney's fees. Customer agrees to provide its purchaser with a sworn Contractor's Statement listing Healy Asphalt Company, L.L.C. as the supplier of asphalt and listing the value of the asphalt materials. Customer shall provide Healy, upon request, with the address and location of the job where the asphalt is being delivered and the name of the party purchasing said asphalt materials.

By: _____
Signature Date Print Name and Title

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PERSONAL INFORMATION AND PERSONAL GUARANTEE

In consideration of Healy permitting Customer to purchase asphalt materials on an open account basis, the undersigned personally guarantees and assumes all liability and responsibility for the payment of all Healy invoices sent to Customer, pursuant to the terms of this application. The undersigned further agrees to be bound by all of the terms listed above to the same extent that Customer is bound thereby.

By: _____
Signature Date _____

Print Name and Address