

**ORANGE**



**CRUSH, LLC.**

**ROAD BUILDER**

**MATERIAL SUPPLIER**

321 Center Street. Hillside. IL. 60162 www.orange crushllc.com

Corporate Office: 708.544.9440

Corporate Fax: 708.544.7795

**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: \_\_\_\_\_

(If mailing address is a PO Box, in addition a physical street address must be provided.)

Phone No: ( ) \_\_\_\_\_ Fax No: ( ) \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Email Address for Invoices: \_\_\_\_\_ (Note: Invoices will not be mailed)

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

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

FEIN Number: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Primary Usage: \_\_\_\_\_ Hot Mix Asphalt and/or \_\_\_\_\_ Stone and/or \_\_\_\_\_ Dumps

Owner or Partner Name

Owner or Partner Name

Home Address

Home Address

Home Phone

Social Security #

Home Phone

Social Security #

Principal Suppliers:                      Company Name                                              Phone Number AND Fax Number or E-Mail Address

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**CREDIT TERMS**

If the Customer fails to pay pursuant to the terms of this agreement and Orange Crush, L.L.C. ("Orange Crush"), elects to take action to collect this account, the customer shall pay all costs incurred by Orange Crush, 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 Orange Crush under this account all of the customer's presently owned and existing and hereafter acquire and arising: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing collateral. Customer appoints any representative of Orange Crush as Customer's Attorney-in-fact to sign and file a UCC-I Financing Statement to perfect the security interest. This transaction shall be governed by the law of the State of Illinois, 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 Orange Crush's sole discretion, any deposition will take place in Cook County.

The Customer authorizes any of its employees it sends to orange Crush 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 Orange Crush to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes Orange Crush 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. Orange Crush'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 changes when the customer has had possession, or the right to possession of the items charged.

The Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket(s) 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 Orange Crush written notice by Certified Mail, Return Receipt Requested, within three (3) days of delivery, the customer waives any claim he may have against Orange Crush for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to amount of the invoice.

The Customer promises to (a) provide its customers and the paying bank with a sworn materialmen's or contractor's statement or affidavit as required by applicable laws of the state of the project, which list Orange Crush, LLC as the supplier of the materials or services purchased herein from time to time and will list the correct value of said materials purchased from Orange Crush, LLC, and (b) to give the original sworn statements to the owner of the premises and the paying bank if said premises are improved by Orange Crush, LLC's materials.

The Customer will provide Orange Crush, LLC upon request, with the address and location of the job where the materials are being delivered and the name of the party purchasing said materials from the Customer and any other information including the names and addresses of all owners, general contractors, architects, lenders, subcontractors, bonding companies, and title companies.

The Customer hereby agrees that within 48 hours after the Customer receives payments from any source for the materials the Customer purchased from Orange Crush, LLC, the Customer shall immediately without delay, pay in full for all materials for which the Customer had been paid. Until payment is made to Orange Crush, LLC the Customer shall act as trustee for Orange Crush, LLC and said trustee agrees to allocate, identify and hold said funds paid to Orange Crush, LLC on account of Orange Crush, LLC's materials for sole benefit of Orange Crush, LLC.

All waivers executed by Orange Crush, LLC shall be effective only to the total dollar amount of payments actually received. Customer agrees Orange Crush, LLC retains its mechanic lien, payment bond, or other legal rights for unpaid invoices, regardless of what other documents have been presented to Orange Crush, LLC for signature that may imply otherwise. Orange Crush, LLC may change credit limits or other credit terms at any time, in its sole discretion.

In the event a waiver of lien document is required before the Customer is able to fully pay for materials purchased herein, the Customer hereby authorizes Orange Crush, LLC to instruct all of its customers, the general contractor, the subcontractor, lender, or title company to issue a direct or joint check made payable if joint, to Orange Crush, LLC and the Customer in an amount equal to my total unpaid balance outstanding with Orange Crush, LLC on any given project.

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 Orange Crush. Personal liability shall continue for the account balance incurred before said notice is received.

The Customer shall indemnify and hold Orange Crush 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 Parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or are 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. Except as stated herein nothing in this agreement shall modify any prior agreement between the parties hereto, including any prior credit agreement or other agreement for purchase and sale of products.

## Requires Signatures - All Sections must be completed

**The customer agrees that it shall not, either on its own or through a subcontractor, purchase any material, or rent any equipment or vehicle, if such activity is funded, either directly or indirectly, with City of Chicago, State of Illinois or Federal Funds.**

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

I understand and agreed 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 attorneys' 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 Orange Crush, L.L.C. 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 Orange Crush, L.L.C. by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases.

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Print Name Signature (NO TITLE.- IN INK) Address, City, State, Zip

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Print Name Signature (NO TITLE.- IN INK) Address, City, State, Zip