



PO BOX 870, 173 BUXTON INDUSTRIAL DRIVE, HENNIKER, NH 03242
 TEL: 603-428-3218 – 800-322-6949 – FAX: 603-428-7426

CREDIT APPLICATION AND AGREEMENT

COMPANY INFORMATION

Trade Name: _____
 Physical Address: _____
 City: _____ State: _____ Zip: _____
 Mailing Address: _____
 Telephone #: () _____ Fax #: () _____
 Website: _____ Email Address: _____
 Federal ID #: _____ Date Business Started: _____
 Name of Contact: _____ Tel #/Ext #: _____

Type of Business: Corporation Partnership Trust Proprietorship

Billing Info: Job Name or Number Required Purchase Order Required
Will you accept Paperless Statements? Yes No

AP Contact: _____ Tel#: _____ Email: _____

PRINCIPALS

Name: _____ Name: _____
 Title: _____ Title: _____
 Address: _____ Address: _____
 City, State, Zip: _____ City, State, Zip: _____
 Telephone #: _____ Telephone #: _____
 Social Security #: _____ Social Security #: _____

CREDIT AMOUNT/PROJECT APPLIED FOR

If this application is for a specific project, please identify the project by Owner: _____,
 whose address is _____; the name of the project or job:
 _____, the address of which is _____; the general's
 contractor's name: _____, and principal address: _____

If the project is bonded, attach a copy of any payment bonds which might pertain to the same, including bonds given by applicant or by general contractor.

If the applicant is requesting an open account status, please identify desired amount of credit:

\$ _____.

TRADE REFERENCES (please note fax numbers are required for completion)

Name: _____

Street Address: _____

Telephone #: _____ Fax #: _____

Contact person: _____ Amount of current credit line \$ _____

Name: _____

Street Address: _____

Telephone #: _____ Fax #: _____

Contact person: _____ Amount of current credit line \$ _____

Name: _____

Street Address: _____

Telephone #: _____ Fax #: _____

Contact person: _____ Amount of current credit line \$ _____

Name: _____

Street Address: _____

Telephone #: _____ Fax #: _____

Contact person: _____ Amount of current credit line \$ _____

BANK REFERENCE (please note fax numbers are required for completion)

Name: _____ Account Officer: _____

Address: _____

Checking Account #: _____ Credit line amount: _____

Telephone #: _____ Fax #: _____

INFORMATION CONCERNING APPLICANT

Type of applicant's licenses held & what states: _____

Does applicant have a current bonding program? _____

If yes, please indicate bonding company's name _____

Provide the following information concerning your insurance agent:

Name: _____

Address: _____ Telephone #: _____

Contact Person: _____

- c. Has applicant, including any predecessor company or business organization or applicant's current president or treasurer, ever filed for personal/corporate bankruptcy or insolvency or made an assignment for benefit of creditors in any state? If yes, on a separate piece of paper please explain the circumstances.
- d. Current financial statement (audit, compilation or review) attached? Yes () No ()

TERMS AND CONDITIONS

After Michie Corporation's (MC) and/or White Mountain Precast LLC's (WMP) evaluation of this application for credit and in consideration of any extension of credit to the applicant by (MC) and/or (WMP), if any – either previously or subsequently given - the applicant herein agrees and acknowledges that the following terms and conditions apply to its credit relationship with (MC) and/or (WMP).

1. (MC)'s and/or (WMP)'s receipt of this completed application is for it's consideration of Applicant's request for credit. All decisions as to the extension of initial credit or the continuation of the granting of credit or the denial of credit are herein acknowledged by Applicant as being solely within the purview and sole discretion of (MC) and/or (WMP).
2. Applicant acknowledges that the statements herein contained within the agreement are true to his/her/its knowledge and further acknowledges that the representations herein made are material to (MC's) and/or (WMP)'s consideration of this agreement and that (MC) and/or (WMP) will rely on the truth of the statements made herein.
3. Applicant authorizes (MC) and/or (WMP) and its representatives to make such inquiry and to gather such additional credit information from any source in (MC) and/or (WMP) sole discretion and hereby authorizes all such sources to answer such inquiry with true, accurate, current and complete information concerning the applicant.
4. Payments are due to (MC) and/or (WMP) within thirty (30) days of the invoice date.
5. Any overdue and delinquent (unpaid within thirty (30) days) invoices will be charged 1.5% simple interest per month (18% per year) until such invoice is paid in good funds.
6. If (MC) and/or (WMP) in its sole judgment turns this account over to a collection agency or attorney for collection, applicant agrees that such reasonable collection and legal fees and expenses will be added to applicant's indebtedness, whether or not suit is actually brought.
7. No representative of (MC) and/or (WMP) can vary the terms of this agreement by any oral statement.
8. No change in terms unless signed by an officer of (MC) and/or (WMP).
9. Applicant warrants that every request he/she/it makes of (MC) and/or (WMP) for the provision of goods and services constitutes an express representation that applicant both intends to pay for such goods and services within the terms of this agreement and has the ability to do so.
10. Applicant agrees to provide (MC) and/or (WMP) with information about any change in the ownership or management of applicant or of any changes to applicant of his/her/its business which may have an impact on applicant's ability to comply with the term of this agreement.
11. Applicant acknowledges that (MC) and/or (WMP) may offset any credits or monies otherwise due to applicant on any of applicant's other jobs or general account as to amounts due to (MC) and/or (WMP) as any particular invoice(s).
12. To the greatest extent allowed by any applicable law, this agreement shall be considered as a contract for any project such goods and services are actually intended for but shipped to a different location for purposes of any applicable mechanic's lien statute.
13. Applicant agrees that if the amount of credit granted to applicant by (MC) and/or (WMP) increases or decreases at any time, this agreement will continue to apply to the credit relationship between applicant and (MC) and/or (WMP).
14. As to (MC) and/or (WMP) and applicant's obligations thereto under this agreement, to the greatest extent allowable under applicable law, applicant and any personal and other guarantors listed below waive any rights to prior presentment of claims, of dower, courtesy or homestead.
15. Applicant herein acknowledges and agrees that if his/her/its account becomes delinquent and remains so for thirty days, to the extent allowable under applicable law, this agreement may serve as a security agreement for all purposes recognized under and by the Uniform Commercial Code.
16. Applicant agrees that if any provision of this agreement is void or unenforceable by any applicable law, all remaining provisions of agreement shall remain in full force and effect.
17. This agreement subsumes and replaces any prior oral or written agreements, representations or statements made by and between applicant and (MC) and/or (WMP) and their respective representatives.
18. This agreement applies to any extension of credit and/or provision of goods and services to applicant by (MC) and/or (WMP), whether made prior to or subsequent to the execution of this agreement.
19. (MC) and/or (WMP) actual extension of credit subsequent to applicant's execution of this agreement acknowledging its agreement with or acceptance of this agreement shall be deemed as (MC) and/or (WMP) execution of this agreement for the purposes of entering into this agreement.

Must be signed by an officer or authorized agent of the company.

Signature

Date

Printed Name

Company Name Title

Then appeared before me _____, this _____ day of _____, 20____ to me personally known, who after being duly sworn stated that the execution of this agreement was his/her free act and deed and that he/she is authorized by applicant to execute the same on its behalf.

NOTARY PUBLIC _____
My commission expires:

PERSONAL AND OTHER GUARANTORS

In consideration of (MC)'s and/or (WMP)'s consideration of this credit request and in further consideration of any credit which (MC) and/or (WMP) may hereinbefore or hereafter extend to applicant, each and every one of the undersigned individuals and companies so hereby, jointly and severally, agree to and guarantee each and every one of the obligations and terms assumed herein this agreement by applicant, waiving any surety ship or prior presentment to applicant defenses. Any undersigned personal or other guarantor may terminate this guaranty by sending written notice to (MC) and/or (WMP) at its principal place of business by certified mail, return receipt requested, with such termination but only as to any future provision of goods and services to applicant from that tenth day forward. Further, each and every one of the undersigned personal and other guarantors acknowledges that he/she/it has received a valuable benefit by (MC) and/or (WMP) consideration of this agreement and/or from any extension of credit to applicant by (MC) and/or (WMP), whether previously or subsequently made. This guaranty is for an indefinite term and will continue in full force and effect until terminated by any of the undersigned in accordance with this paragraph.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING THIS ORGANIZATION AND/OR ITS SUPPLIERS TO OBTAIN A CONSUMER AND/OR BUSINESS PROFILE CREDIT REPORT. YOU HAVE THE RIGHT TO DISPUTE THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 606§1681d(b) OF THE FAIR CREDIT REPORTING ACT, AND A WRITTEN SUMMARY OF YOUR RIGHTS PURSUANT TO SECTION 609(c). YOU MAY DO THIS BY CONTACTING THE PROVIDER OF THE INFORMATION. PLEASE CALL JOHANNA MICHIE AT MICHIE CORPORATION AT PHONE # 603-428-3218 AND YOU WILL BE DIRECTED TO THE PROPER CREDIT REPORTING AGENCY THAT ASSISTED IN YOUR INQUIRY. THIS ORGANIZATION IS NOT ALLOWED TO GIVE YOU A COPY OF YOUR CREDIT REPORT. YOU ALSO RELEASE FROM LIABILITY ANY PERSONS INVOLVED IN THE CREDIT INVESTIGATION.

GUARANTOR #1

Signed and sealed in _____, this _____ day of _____, 20_____.

SIGNATURE: Soc. Sec./Federal Tax I.D. # _____

Residential Address: _____

Then appeared before me _____, this _____ day of _____, 20____ to me personally known, who after being duly sworn stated that the execution of this agreement was his/her free act and deed.

NOTARY PUBLIC: _____
My commission expires: _____

Signed and sealed in _____, _____, this _____ day of _____, 20_____.

GUARANTOR #2

Print Name: Soc. Sec./Federal Tax I.D. # _____

Residential Address: _____

Then appeared before me _____, this _____ day of _____, 20____ to me personally known, who after being duly sworn stated that the execution of this agreement was his/her free act and deed.

NOTARY PUBLIC: _____
My commission expires: _____