



# APPLICATION FOR CREDIT

## Business Information

The following information must be provided and will be kept in the strictest of confidence

Name of Business:	
Complete Physical & Mailing Addresses:	
Telephone:	
Email Address:	
This Business is a:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC
Federal Tax ID Number:	
Date Established:	
Bank Information:	Name:
	Address:
	Phone: <span style="margin-left: 150px;">Fax:</span>
Accounts Payable Contact:	AP Contact Name:
	AP Contact Phone:
	AP Contact Email:
	Invoice Email:

## Credit References

Credit Application will not be processed without three valid trade references. References should be independent of one other and of the company applying for credit, please do not include any parent or subsidiary companies as separate references. They must include an e-mail address.

Reference 1:

Name	
Street Address	
City/ State & Zip	
Phone #	
E-mail	
Contact	

Reference 2:

Name	
Street Address	
City/ State & Zip	
Phone #	
E-mail	
Contact	

Reference 3:

Name	
Street Address	
City/ State & Zip	
Phone #	
E-mail	
Contact:	

**Additional Business Information**

Is your company Tax Exempt? YES NO

If YES please complete and send back exempt certificate

Does your company require PO's? YES NO

Dealt with RAWSON MATERIALS in the past? YES NO

If yes, Name \_\_\_\_\_ When? \_\_\_\_\_

Filed Bankruptcy in the past 7 years? YES NO

If yes, Name \_\_\_\_\_ When? \_\_\_\_\_

Are there any collection actions currently pending against the Applicant? YES NO

If yes, explain: \_\_\_\_\_

**Terms of Sale: Net 30 days** Interest rate of 1.5% on past due accounts

If company defaults in payment, it will be responsible for interest charges, all third-party fees and all attorney fees incurred.

*I certify that all information completed in this credit application is correct and agree to the above terms of sale.*

Date: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED	REFUSED
Approved By:	Refused By:
Date:	Date:

## CREDIT AGREEMENT

For and in consideration of the extension of credit for the purchase of materials or services from **Strategic Commercial Realty, Inc. d/b/a Rawson Materials**, a Connecticut corporation with a principal place of business in the City of Putnam, CT, (hereinafter "Rawson Materials"), the undersigned (hereinafter "Buyer") hereby agrees, promises and covenants:

1. To pay all bills as rendered by Rawson Materials, for materials or services provided according to the following terms unless otherwise agreed to in writing:
  - a. Billing will be invoiced weekly
  - b. All invoices are due and payable in full within **thirty (30) days** from invoice date.
  - c. The books and records of Rawson Materials shall constitute prima facie evidence of the amounts due and owing from time to time to Rawson Materials pursuant to this Credit Agreement.
  - d. Rawson Materials agrees that Buyer may issue a purchase order for the particular products or services being provided by Rawson (a "Customer Purchase Order"), provided that a Customer Purchase Order shall not be binding unless the pricing and other terms set forth therein are consistent with the terms of this credit agreement and the applicable order, and such Customer Purchase Order is accepted in writing by Rawson Materials in its discretion. Such Customer Purchase Order shall be for Buyer's record-keeping purposes only, and in no event will any Customer Purchase Order substitute for or have the effect of adding, deleting, amending or superseding any terms of any order, or this credit agreement, and in the event of any conflict the terms of this credit agreement and/or the applicable order will govern.
2. To pay a **FINANCE CHARGE** of one and one-half percent (1.5%) per month on any balance outstanding for more than thirty (30) days. [ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%)].
3. To pay all costs of collection, including reasonable attorney's fees, in the event any account of the undersigned is referred to an attorney for collection.
4. The information in this application is true and complete. Buyer authorizes you to investigate Buyer's credit history whether to obtain a credit report or otherwise, in connection with Buyer's application for credit or later in connection with an update credit standing under this agreement. Buyer understands that this credit agreement represents a continuing obligation on Buyer's behalf to revise or supplement the information herein as may become necessary by changed circumstances, in such information shall remain true and complete.
5. Rawson Materials shall not be responsible for damages or losses sustained by Buyer from late delivery or condition of goods purchased by the Buyer. The sole and exclusive remedy of the Buyer if the goods do not conform to Rawson Material's description shall be replacement of such goods within a reasonable time. Under no circumstances shall Rawson Materials be liable for consequential damages for goods or services furnished to the Buyer.
6. If in the opinion of Rawson Materials, the financial condition of the Buyer warrants, Rawson Materials may at any time limit, suspend, or cancel the credit of the Buyer as to time or amount, and as a consequence, may demand payment in cash before delivery or sale of any merchandise.
7. All purchases, in the regular course of business by employees or other agents of the Buyer, shall be considered duly authorized by the Buyer unless the authority to purchase is limited in writing to certain name individuals and this limitation is agreed to in writing by Rawson Materials.
8. This credit agreement and Buyer's obligations hereunder shall apply to all purchases. Any credit limits as may be established by Rawson Materials from time to time are for purposes of its internal auditing procedures. They are not a limit of Buyer's liability.
9. Rawson Materials may deduct or set-off sums due it from Buyer in order to satisfy any balance due for purchases made by Buyer pursuant to this Credit Agreement, whether such setoff or counterclaim arose before or after the execution of this credit agreement.
10. This Credit Agreement shall be construed under the laws of the State of Connecticut.

Initials

THE UNDERSIGNED HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUTE CHAPTER 903A AND ANY OTHER STATUTORY OR CONSTITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT, OR OTHER PREJUDGMENT REMEDY PROCEDURES BY RAWSON MATERIALS, IN THE COLLECTION OF ACCOUNTS OF THE UNDERSIGNED.

\_\_\_\_\_  
Printed Name:  
Company Name:  
Title:

\_\_\_\_\_  
Date

## GUARANTY AGREEMENT

In consideration of credit or other financial accommodations heretofore and hereinafter granted by **STRATEGIC COMMERCIAL REALTY, INC. D/B/A RAWSON MATERIALS**, or any of its affiliates, subsidiaries or related entities ("Seller") to the undernamed Company (hereinafter the "Buyer"), the undersigned, jointly or severally if more than one (the "Guarantor"), unconditionally guarantees payment and performance from or by the Buyer of any and all obligations of Buyer to Seller. "Obligations", means any and all credits and advances made by Seller prior to, on or after the date hereof, to or for the account of Buyer, and any and all interest, expenses, liabilities, charges, costs of collection, including reasonable attorney's fees or other expenses, due or to become due, now existing or hereafter arising, and the performance and fulfillment by Buyer, of all the terms, conditions, promises, covenants, and provisions contained in any sales agreement, credit agreement or any other present or future agreement or arrangement between Buyer and Seller, written or oral.

This Guaranty Agreement shall not be impaired by any modification, waiver, release or other alteration of any of the obligations or arrangements whatsoever with the Buyer or anyone else. The liability of each Guarantor hereunder is direct and unconditional and may be enforced without requiring Seller to first resort to any other right, remedy or securities; that the Guarantor shall have no right of subrogation, reimbursement or indemnity whatever nor any right of recourse to security for debts and obligations of the Buyer to the Seller, unless and until all of said debts and obligations have been paid in full. Each Guarantor waives notice of acceptance, presentment and protest of any instrument, and notice thereof; notice of default; and all other notices to which such Guarantor might otherwise be entitled.

Each Guarantor agrees that this Guaranty Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or any part of the obligation is rescinded or otherwise must be restored by Seller to Buyer or to the creditors of Buyer, or to any representative of Buyer or its creditors or representatives of the creditors of any Guarantor upon the insolvency, bankruptcy or reorganization of Buyer, or to any Guarantor or to the creditors or representatives of the creditors of Guarantor upon the insolvency, bankruptcy or reorganization of any Guarantor, or otherwise all as though such payment had not been made.

This Guaranty Agreement shall be binding upon heirs, executor, administrators, successor and assigns of each Guarantor and shall insure to the benefit of Seller and its successors and assigns.

This is a continuing Guaranty, and shall be revocable only as to transactions entered between Seller and Buyer after the receipt by Seller of a notice of termination, sent by the Guarantor(s), by certified or registered mail, return receipt requested, to Seller's principal office.

This Guaranty Agreement shall not be discharged or in any way affected by the death of any or all of the undersigned Guarantor(s). Nothing in this Guaranty Agreement shall be construed as an obligation on the part of the Seller to sell goods or extend credit to the Buyer, or as an obligation to continue to sell goods or extend credit. In any action or proceeding involving this Guaranty Agreement, the Seller's books and records of the account of Buyer shall be admissible as prima facie evidence of the obligations due from Buyer to Seller.

This Guaranty Agreement shall be construed to apply to all obligations of the Buyer, without limitation. Any credit limits established by Rawson Materials from time to time are for its internal auditing procedures. They are not a limit of the Buyer's Guarantors' liability hereunder. Guarantors' approval is not necessary at any time in order to extend Buyer's credit limit.

Initials **THE UNDERSIGNED HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUE CHAPTER 903A AND ANY OTHER STATUTORY OR CONSITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT, OR OTHER PREJUDGMENT REMEDY PROCEDURES BY RAWSON MATERIALS, IN THE COLLECTION OF ACCOUNTS OF THE UNDERSIGNED.**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Personal Guarantor

\_\_\_\_\_  
Personal Guarantor

\_\_\_\_\_  
PLEASE PRINT NAME (No Title)

\_\_\_\_\_  
PLEASE PRINT NAME (No Title)

## ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY

In consideration of being permitted to enter property owned or leased by **Strategic Commercial Realty, Inc. d/b/a Rawson Materials** (hereinafter "Rawson Property") for the express purpose of picking up aggregate materials, \_\_\_\_\_, its agents, assigns, servants, employees representatives and any other parties for which Company may be responsible (collectively the "Company") agree to the following Waiver and Release and make the following representations:

\_\_\_\_\_ *Initial* Company agrees to abide by the following rules as well as any posted instructions and precautions as stated on informational signs located on the Rawson Property:

- Company agrees and understand that while it or its agents are on Rawson Property all persons and animals shall remain in my vehicle at all times;
- Company agrees to immediately notify a Rawson Materials Employee or Agent if it notices any potential dangers or problems while on Rawson Property; and
- Company agrees to remain at least 50' away from all stationary quarry equipment unless otherwise directed by a Rawson Materials Employee or Agent.

\_\_\_\_\_ *Initial* **Acknowledgment and Assumption of Risk**. Company understands the risks associated with entering the gravel pits and/or plants, inherent and otherwise, which include, but are in no way limited to, risks associated with falling off ledges and/or piles, the collapse of quarry/pit walls/faces, falling or flying rocks from breaking of rock, and negligent use of equipment. Company understands the risk of injury by entering Rawson Property is significant, including the potential for permanent paralysis or death.

\_\_\_\_\_ *Initial* Company hereby acknowledges, confirms and agrees that, at all times while on Rawson Property, it enters Rawson Property at its own risk and will exercise the highest degree of care and caution for its own personal safety and the safety of others.

\_\_\_\_\_ *Initial* Company understands that Strategic Commercial Realty, Inc. d/b/a Rawson Materials, by allowing third parties on Rawson Property, do in no way guarantee, make any representation or assume responsibility for any third party's character or conduct while on Rawson Property.

\_\_\_\_\_ *Initial* **Release of Liability**. Strategic Commercial Realty, Inc. d/b/a Rawson Materials shall not be liable for any damages arising from personal injuries sustained by the Company while on Rawson Property. The Company agrees to assume and bear all risks of injuries or damages to its persons or personal property sustained while on Rawson Property caused by any source whatsoever, whether by natural occurrence, my own acts or the acts of others. I hereby fully and forever release Strategic Commercial Realty, Inc. d/b/a Rawson Materials, their officers, agents, members, other participants, successors and assigns as well as any other person or entity acting in any capacity on its behalf, from all claims, demands, damages, rights of action, or causes of action or liability for any such personal injury or property damage that I may incur.

\_\_\_\_\_ *Initial* **Indemnification**. The Company agrees that it shall indemnify, defend and hold harmless Strategic Commercial Realty, Inc. d/b/a Rawson Materials, and all of its officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnitees"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, to the extent caused by the negligence of the Company. This indemnity obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.

\_\_\_\_\_ *Initial* **Lawful Activity**. Company agrees to conduct itself in a lawful manner at all times while on Rawson Property, obeying all local, state and federal regulations and laws, expressly including those of the Mine Safety and Health Administration (MSHA).

\_\_\_\_\_ *Initial* **Successors Bound**. This Agreement and all representations made herein shall apply to and bind the Company and any of its assigns and representatives.

\_\_\_\_\_ *Initial* **Severability**. In the event that any portion of this Agreement is determined to be invalid, such invalid portion shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

\_\_\_\_\_ *Initial* **Governing Law/Jurisdiction**. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and I agree to submit to the jurisdiction of the courts of the State of Connecticut.

**Company signatory to this Permission to Enter and Waiver of Liability represents and covenants that he/she has obtained approval to execute this document on behalf of the Company with the understanding that Company has given up substantial rights by signing it, and signs it freely and voluntarily without any inducement.**

This Waiver shall be valid from the last date set forth on the bottom of this Waiver.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date