

Ralph Clayton & Sons
Clayton Block Co., Inc.
Clayton Block Company, L.L.C.
Clayton Sand Company



Clayton Companies

P.O. Box 3015
Lakewood, NJ 08702
(800) 662-3044
Fax: (732) 751-7618

CREDIT APPLICATION & PURCHASE AGREEMENT

Each of these entities is hereinafter referred to individually and/or collectively as "CLAYTON COMPANIES".

Thank you for considering the CLAYTON COMPANIES as your supplier. In consideration of a credit account with our company, this application must be completed in full, signed by the appropriate individuals, returned, and accepted by our office. **Please PRINT clearly.**

Salesman _____ Date _____

LEGAL NAME OF BUSINESS _____

DBA _____

BILLING ADDRESS _____ CITY _____ ST _____ ZIP _____

MAILING ADDRESS _____ CITY _____ ST _____ ZIP _____

BUSINESS PHONE (_____) _____ FAX (_____) _____

WEBSITE ADDRESS _____

A/P CONTACT _____ A/P EMAIL _____

TYPE OF BUSINESS: Private Corp. Public Corp. Individual Proprietorship Partnership Other
 LLC (please attached articles of formation and organization) Homeowner (spouse info & guarantee required)

FEDERAL ID # _____ STATE OF INC./FORMATION _____ DATE OF INC./FORMATION _____

OWNERS, OFFICERS, PRINCIPALS, & MEMBERS (Physical Addresses Required, no P.O. Boxes):

NAME _____ **TITLE** _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE _(_____) _____ CELL PHONE _(_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ **TITLE** _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE _(_____) _____ CELL PHONE _(_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ **TITLE** _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE _(_____) _____ CELL PHONE _(_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

Are the owners/officers/principals/members affiliated with other businesses? YES NO

List the Names of any affiliated, subsidiary or parent companies of applicant. List the name(s) of any other businesses operated by any officer, partner, owner, principal or member, whether past or present: _____

Has the applicant, and/or its owners, ever done business with or received credit from the CLAYTON COMPANIES in the past? YES NO

If so, under what names? _____

BANK REFERENCES:

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ ACCOUNT # _____

BANK PHONE # _(_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ CHECKING ACCOUNT # _____

BANK PHONE # _(_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

***SIGNATURE** authorizing release of banking information _____

TRADE REFERENCES (Please list Building Material Suppliers where credit has been extended, no contractors/sub-contractors)

(1) NAME _____ CITY _____ ST _____

PHONE #_(_____) _____ FAX #_(_____) _____ ACCOUNT # _____

(2) NAME _____ CITY _____ ST _____

PHONE #_(_____) _____ FAX #_(_____) _____ ACCOUNT # _____

(3) NAME _____ CITY _____ ST _____

PHONE #_(_____) _____ FAX #_(_____) _____ ACCOUNT # _____

(4) NAME _____ CITY _____ ST _____

PHONE #_(_____) _____ FAX #_(_____) _____ ACCOUNT # _____

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

1. The applicant authorizes CLAYTON and/or its credit investigation agency to contact and receive information regarding applicant's business background, reputation, personal character, and credit worthiness.
2. The undersigned individual(s) who is/are either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, and hereby authorizes the use of a consumer credit report(s) on the undersigned by CLAYTON, and from time to time and as may be needed or deemed relevant or necessary, in the credit evaluation and monitoring process.
3. Applicant represents and warrants to CLAYTON that all statements made in this application are true and correct. Applicant hereby agrees to indemnify and hold harmless CLAYTON, its agents and employees from any liability, damage, claims, court costs, and/or attorney's fees resulting from any credit investigation.

IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS & CONDITIONS:

1. All payments are to be made within Net 30 days of the invoice date. Payments in default will be assessed a service charge of 1.5% per month (18% per annum).
2. Applicant accepts all responsibility for damage to vehicles or property when delivery is requested "off" public roads.
3. In the event that this account is placed for collection, applicant agrees to pay reasonable attorney and collection fees, the minimum to be no less than 30% of the uncollected balance, and, in addition to any court costs or fees that are incurred in connection with the collection of this account.
4. The Construction Lien Law requires an authorized representative to be on site to accept and receive deliveries from CLAYTON. We understand that this is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.
5. Applicant understands that any discrepancies in a delivery must be communicated in writing to CLAYTON within twenty-four (24) hours following the receipt of delivery. If no such communication has been confirmed by CLAYTON, it will be understood that the delivery was accepted, the delivery ticket will serve as a contract, and applicant will be obligated to pay for the materials in accordance with the CLAYTON credit agreement.
6. Applicant acknowledges that at the sole discretion of CLAYTON, all claims, disputes and matters in question arising out of or relating to the sale of material to Applicant and this agreement or breach thereof, shall be decided in binding arbitration and in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If CLAYTON elects to resolve a dispute through arbitration, the Applicant and Guarantor(s) consent to this method of adjudication and waive their right to a trial by jury with respect to the dispute and waive access to the courts to resolve any contractual, statutory or common law right, claim and/or defense except to confirm an arbitration award with respect to any arbitration conducted pursuant to this provision.

I/We agree to the above and do certify that all statements made herein are true, correct and complete to the best of my/our knowledge; that said terms are not signed under duress and that I/we are authorized by Applicant to make this application.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

Print Name

 X
Signature _____ Date _____

Print Name

 X
Signature _____ Date _____

IF APPLICANT IS A CORPORATION SIGN HERE:

Print Name of Applicant

 X
Signature _____ Date _____

Print Name of Signatory and Title

PERSONAL GUARANTY

For value received from Clayton Block Co., Inc., Ralph Clayton & Sons, Clayton Block, L.L.C., and Clayton Sand Company (hereinafter referred to as "CLAYTON"), including their future sale of material and/or supplies to (purchaser) _____
_____ located at _____, the
undersigned

GUARANTOR(s) jointly and severally hereby guarantee prompt and punctual payment of any present and future accounts due from the purchaser(s) to CLAYTON. This Personal Guarantee includes all costs of collection including but not limited to attorney's fees and costs incurred in connection with CLAYTON's collection efforts whether or not suit and/or arbitration is filed, as well as all charges for interest and service charges as set forth in the Credit Application.

The GUARANTOR(s) hereby waive notice of acceptance of the guaranty and of any default in payment by the purchaser(s) and certify(ies) that this guaranty was not signed under duress.

The GUARANTOR(s) hereby knowingly consent to use by CLAYTON of a non-business consumer credit report on the undersigned to evaluate credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

Type/Print Name	SS#	Signature	Date
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Type/Print Name	SS#	Signature	Date
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Type/Print Name	SS#	Signature	Date
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Type/Print Name	SS#	Signature	Date
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