

RYAN FARMS LLC DBA: MERRICK SAND & GRAVEL

Corporate Mailing Address: 201 Iron Valley Drive Lebanon, PA 17042

Phone 717-279-7409

Fax 717-279-7411

Plant Location: 1120 Merrick Corner Road Ingleside, MD 21644

Please complete, sign and return this form

Credit Application Form

COMPANY INFORMATION

Legal Company Name: _____

DBA: _____

Street Address: _____

Billing Address: _____

Phone: _____

Fax: _____

E-mail: _____

Number of Employees: _____ Website: _____

Date Established: _____ Estimated Annual Sales: _____

Federal Tax ID number: _____

Exempt from Maryland Sales and Use Tax: () Yes () No (If yes, please attach copy of sales tax exemption certificate)

Company Composition: () Sole Proprietorship () Partnership () Corporation () LLC

BANK REFERENCE

Bank Name: _____ Acct. No. _____

Address: _____

Contact Name: _____

Phone: _____ Fax: _____

TRADE REFERENCES

Company Name: _____

Contact Name: _____

Title: _____ Phone: _____

Fax: _____ E-mail: _____

Company Name: _____

Contact Name: _____

Title: _____ Phone: _____

Fax: _____ E-mail: _____

Company Name: _____

Contact Name: _____

Title: _____ Phone: _____

Fax: _____ E-mail: _____

As a valued client, we welcome the opportunity to open an account for you. We strive to give our customers outstanding products while delivering the best possible service. It typically takes 3 to 5 business days to process a credit application; however, some suppliers will respond only in writing which may delay the approval of some applications. We ask that the credit application be completed in its entirety.

We require at least THREE REFERENCES where you have credit established (not prepay or COD accounts).

AGREEMENT AND SIGNATURE

I/We expressly consent to Ryan Farms LLC DBA: Merrick Sand & Gravel to obtain any reports containing credit or personal information that is required in obtaining credit from Ryan Farms LLC DBA: Merrick Sand & Gravel.

I/We declare that the information given on this application is true and accurate in every aspect. This declaration is made for the purpose of obtaining credit from Ryan Farms LLC DBA: Merrick Sand & Gravel and will remain confidential

In consideration for the extension of credit and intending to be legally bound hereby, the undersigned applicant hereby agrees that the following terms will govern any charge account established by Ryan Farms LLC DBA: Merrick Sand & Gravel for applicant's benefit.

Payment: Applicant hereby agrees to pay the Time of Sale Price of purchases charged to applicant's account. The Time of Sale price shall consist of the cash sale price, including applicable sales tax and delivery charges, if any, plus service charges and any finance charge, which may accrue pursuant to, paragraph titled Past Due Accounts hereunder.

Past Due Accounts: Applicant hereby agrees that interest charges of 1 ½% per month or 18% per annum will be assessed on any account balance which is not satisfied within 30 days of the invoice date.

Seller's Remedies: In the case of applicant's default, applicant's entire account balance shall become due and payable. Seller's waiver of any default shall not operate as a waiver of any other default. If applicant's account is referred for collection, applicant will pay to the extent permitted by law, reasonable attorney's fees and court costs incurred.

Seller's Discretion: The extension of temporary credit pursuant to this agreement is within seller's sole discretion and seller may terminate this agreement at any time for any reason.

Authorized Signature

Print name

Title

Date

INDIVIDUAL PERSONAL GUARANTEE

I, (NAME) _____ RESIDING AT
(ADDRESS) _____ FOR AND IN

CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST TO
(COMPANY) _____ (HEREINAFTER REFERRED TO AS THE “COMPANY”), OF
WHICH I AM (TITLE) _____, THEREBY PERSONALLY GUARANTEE
TO YOU THE PAYMENT TO RYAN FARMS LLC DBA: MERRICK SAND & GRAVEL ANY OBLIGATION OF THE
COMPANY AND I HEREBY AGREE TO BIND MYSELF TO PAY YOU ON DEMAND ANY SUM WHICH MAY
BECOME DUE TO YOU BY THE COMPANY WHENEVER THE COMPANY SHALL FAIL TO PAY THE SAME. IT IS
UNDERSTOOD THAT THIS GUARANTEE SHALL BE A CONTINUING AND IRREVOCABLE GUARANTEE AND
INDEMNITY FOR SUCH INDEBTEDNESS OF THE COMPANY. I DO HEREBY WAIVE NOTICE DEFAULT, NON-
PAYMENT AND NOTICE HEREOF AND CONSENT TO ANY MODIFICATION OF RENEWAL OF CREDIT
AGREEMENT HEREBY GUARANTEE.

Authorized Signature

Print Name

Title

Date