

**Credit Application For Check One:**

Rub-R-Wall Waterproofing \_\_\_\_\_  
Concrete Contractor \_\_\_\_\_  
Concrete Pumping Service \_\_\_\_\_  
Other \_\_\_\_\_

**PRINT & FAX TO THE NUMBER  
BELOW**

**J.M. Pereira & Sons, Inc.**

2330 Big Oak Road  
Langhorne, Pa. 19047

1-800-837-8945 / 215-702-9873 / Fax 215-702-9874 OR 215-702-0952

**CONFIDENTIAL APPLICATION FOR CREDIT**

Company Name \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel.No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Pager or Cell No. \_\_\_\_\_

FORM OF BUSINESS \_\_\_\_\_ Corporation \_\_\_\_\_ Proprietorship \_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liab. Co.

Company Doing Business Since \_\_\_\_\_ Soc. Sec. No. Or Federal ID No. \_\_\_\_\_

**Key Management Members and Owners:**

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>%Ownership</u>	<u>Home Tel. No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Accounts Payable Contact Person: \_\_\_\_\_

Are purchase orders required? \_\_\_\_\_ Yes \_\_\_\_\_ No

Bank: \_\_\_\_\_ Address \_\_\_\_\_

Officer: \_\_\_\_\_ Account No. \_\_\_\_\_ Phone No. \_\_\_\_\_

Mortgage Loan Co. \_\_\_\_\_ Phone No. \_\_\_\_\_

Contact / Loan Officer \_\_\_\_\_

Trade References Name, address, Tel. No. (Lumber, heating & a/c, electrical, concrete, etc.)

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

Estimated Jobs per Year \_\_\_\_\_ Credit line requested \_\_\_\_\_

Has the applicant or and any of its owners or officers filed a voluntary or had an insolvency proceeding filed against it within the last 7 years? Are you currently a party of any lawsuit, or are there any outstanding judgments the applicant? \_\_\_\_\_ No  
\_\_\_\_\_ Yes (Please give separate sheet)

The above information is provided for the purpose of extending credit to our company on your terms of payment. As part of this credit application, I authorize J.M. Pereira & Sons, Inc. to request and obtain business and / or consumer credit reports in connection with the opening, monitoring, renewal, and extension of this and other accounts with J.M. Pereira & Sons, Inc. Such information shall be used only for the purpose of evaluating and monitoring of our account with J.M. Pereira & Sons, Inc. and shall be kept confidential. We hereby authorize or banks and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Terms and Conditions:

THIS AGREEMENT is made and entered into this day of \_\_\_\_\_, 200\_\_ between J.M. Pereira & Sons, Inc. with an address of 2330 Big Oak Road, Langhorne, Pa. 19047 and Customer hereinafter referred to as, NAME OF CUSTOMER/DEBTOR \_\_\_\_\_.

Invoices are due on receipt. Mechanics lien rights will be exercised if payment is not received within agreed upon terms. It is agreed that the User will pay all invoices in accordance with stated terms and interest will be assessed on delinquent invoices at the rate of one percent per month (12% annually) together with any court const, attorney's fees, lien fees, and all other costs of collection which the seller may incur in enforcing the terms of this agreement, all without relief from valuation and appraisal laws. If legal action becomes necessary by either seller or buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by the laws of the State of Pennsylvania. J.M. Pereira & Sons, Inc. has not performed any inspections, investigations or testing of the project site. J.M. Pereira & Sons, Inc. disclaims all responsibility and liability for any damages, claims or expenses relating to inadequate soil types or conditions, subsurface or concealed physical conditions and/or environmental contamination, Customer represents and warrants that the project site is suitable for construction.

Personal Guarantee:

1. For value received and in consideration of credit given or to be given, or of advancements made of to be made, or of any other financial accommodation afforded to Debtor by J.M. Pereira & Sons, Inc. and to induce J.M. Pereira & Sons, Inc. to extend credit and in consideration of benefits to accrue to the undersigned there from, the undersigned, \_\_\_\_\_ ("Debtor"), jointly and severally, unconditionally and absolutely, guarantees the punctual payment by Debtor of all obligations of Debtor and the due and punctual performance and observance by Debtor of all of the other terms, covenants and conditions of its obligations to J.M. Pereira & Sons, Inc. Debtor jointly and severally, hereby waive diligence, protest, notice of nonpayment, demand for payment, extension of time of payment, notice of acceptance of this guarantee and indulgences and notices of every kind, and consents to any and all forbearance's and extensions by J.M. Pereira & Sons, Inc. of the time of performance of the payment of any sum and to an and all changes in the terms, covenants and conditions hereafter made or granted. It is the intention hereof that the Guarantor shall remain liable hereunder until all amounts due J.M.Pereira & Sons, Inc. by Debtor and any other sums due or become due, shall have been fully paid by Debtor notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor. Debtor agrees and hereby waives any and all tights of subrogation whatsoever with respect to the aforesaid obligations, or to any moneys due and unpaid thereon.
2. Enforcement of Guaranty. Debtor agrees that his/her guaranty obligations hereunder may be enforced by J.M. Pereira & Sons, Inc. without first resorting to or exhausting any other remedy available to J.M. Pereira & Sons, Inc. Under the common law of the State of Pennsylvania provided, however, that nothing herein contained shall prevent J.M. Pereira & Sons, Inc. from exercising any other rights. J.M. Pereira & Sons, Inc. shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder of enforcement hereof. Debtor further agree that in the event this guaranty is placed in the hands of an attorney for enforcement, the they will, jointly and severally, reimburse J.M. Pereira & Sons, Inc. for all expenses incurred, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Personal Guarantee effective as of the day and date first above written.

"GUARANTOT"  
BY: \_\_\_\_\_  
Printed: \_\_\_\_\_

"GUARANTOR"  
BY: \_\_\_\_\_  
Printed: \_\_\_\_\_