

# PHIMA

Pawtucket Hot Mix Asphalt, Inc. • 25 Concord Street, Pawtucket, RI 02860 • (401) 722-4488 • Fax (401) 312-0992

## **CREDIT APPLICATION**

(Please type or print)

NAME OF BUSINESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
NATURE OF BUSINESS \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_  
PHONE BUSINESS \_\_\_\_\_ FAX \_\_\_\_\_ WEBSITE \_\_\_\_\_  
\_\_\_\_\_  
INDIVIDUAL CORPORATION PARTNERSHIP

### **NAME OF OWNERS OR OFFICERS**

PRESIDENT \_\_\_\_\_ EMAIL \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
VICE PRESIDENT \_\_\_\_\_ EMAIL \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
TREASURER \_\_\_\_\_ EMAIL \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

### **BANK REFERENCE**

BANK NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

### **MATERIAL SUPPLIER REFERENCES**

NAME \_\_\_\_\_ FAX# \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
NAME \_\_\_\_\_ FAX# \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
NAME \_\_\_\_\_ FAX# \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
NAME \_\_\_\_\_ FAX# \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

### **RETAIL CHARGE AGREEMENT**

In consideration of the credit to be extended to me by Pawtucket Hot Mix Asphalt, Inc., for goods or services sold to me, I hereby agree to the following:	6. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law, concerning this company is the Federal Trade Commissions, Washington, D.C. 20580.
1. I have the right to pay for all my items charged to my account within 30 days from the billing date shown on each statement, without incurring a FINANCE CHARGE.	7. The undersigned agrees that their employees, agents or representatives have authorization to sign for the purchase of materials and agree to remain liable for any credit extended.
2. If I do not pay my account in full within 30 days of the date shown on each statement, deduction current payments and/or credits, A FINANCE CHARGE computed at a rate of 1-1/2% per month - 18% ANNUAL PERCENTAGE RATE - on the unpaid previous balance will be charged.	NOTICE TO THE BUYER-DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETAIL CHARGE AGREEMENT AND FURTHER ACKNOWLEDGE THAT THE SAME WAS COMPLETE IN ALL RESPECTS AT THE TIME OF IT'S EXECUTION.
3. If any payment is not made when due, Pawtucket Hot Mix Asphalt, Inc., has the right to accelerate the maturity of the unpaid balance of my account and declare the full amount thereof immediately due and payable.	Dated this _____ day of _____ 20_____  X _____ / _____ Signature of buyer or buyer's authorized representative Name (type or print)
4. I will make payments to Pawtucket Hot Mix Asphalt, Inc.	
5. If the unpaid balance of my account is referred to an attorney for collection, I agree to pay reasonable attorney's fee, court costs and disbursements incurred in such collection.	

# PHMA

## PAWTUCKET HOT MIX ASPHALT INC.

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### PERSONAL

### *Guaranty*

In consideration of the extension of credit by Pawtucket Hot Mix Asphalt, Inc. to: \_\_\_\_\_ (hereinafter referred to as "Customer"), the undersigned, jointly and severally, if more than one, (hereinafter referred to as "Guarantor" whether individually or jointly) unconditionally guarantee to Pawtucket Hot Mix Asphalt, Inc. the prompt payment of all obligations of the Customer which are now due or which may become due subsequent to the execution of the Guaranty and that the Customer will pay all obligations when they become due.

The obligation of the Guarantor shall be primary, unconditional and limited, shall not be dependent upon recourse to any remedies against Customer or others, and shall be effective immediately. The guarantor waives all or any notice of acceptance, notices of all orders, sales, notes, commitments, time and amount of credit, terms and change of terms of same, and of all defaults, disputes, litigations, extensions and renewals. The Guarantor waives all rights to set off, recoupment, redemption and counterclaim which may be alleged to exist in favor of Customer.

The Guarantor hereby waives presentment of any instrument, demand for payment, protest and notice of nonpayment or protest and the performance of each and every condition precedent to which it, as Guarantor, might otherwise be entitled by law. Pawtucket Hot Mix Asphalt, Inc. obligations, with Guarantor and/or Customer, shall be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several and are independent of the obligations of Customer. A separate action may be brought and prosecuted against Guarantor, whether an action is brought against Customer or whether Customer or any other Guarantor be joined in any such action or actions and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

The Guaranty shall be construed as continuing, absolute and unconditional guaranty of payment irrespective of the validity or enforceability of (i) any of the obligations of Customer as aforesaid or (ii) any security therefor, and notwithstanding any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of Customer or other obligor or to vary any terms of payment, and irrespective of any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor.

This Guaranty is a continuing Guaranty and cannot be changed or terminated orally. Any modification must be by a writing signed by the Guarantor and Pawtucket Hot Mix Asphalt, Inc. Any revocation of the Guaranty by any individual Guarantor, or some or all of them, shall be valid only if the Guarantor sends a written notice to Pawtucket Hot Mix Asphalt, Inc. by certified mail, return receipt requested and shall be effective as of the date of received by Pawtucket Hot Mix Asphalt, Inc. Also any such revocation shall only be valid as to the individual Guarantor or Guarantors who signed the request and not as to any other Guarantor.

This Guaranty shall be governed by the laws of the State of Rhode Island, shall be binding upon the heirs, executors, administrators, successors and assigns of the Guarantor and shall inure to the benefit of Pawtucket Hot Mix Asphalt, Inc., its successors and assigns. Each individual or entity executing this Personal Guaranty submits to the jurisdiction of the courts of the State of Rhode Island and the United States District Court for the District of Rhode Island as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations under or with respect to this Agreement, and expressly waves any and all obligations it may have as to venue in any of such courts.

WITNESS the hand(s) and seal(s) of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_

Witness: \_\_\_\_\_

Individually \_\_\_\_\_

Individually \_\_\_\_\_