



Curtis Contracting, Inc.
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RETURN TO
CURTIS CONTRACTING
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FAX: 804-843-2545
www.curtiscontracting.net

CONFIDENTIAL CREDIT APPLICATION AND PERSONAL GUARANTY

PLEASE ANSWER ALL QUESTIONS. HAVE OFFICER OF COMPANY SIGN (APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED). ATTACH A CURRENT AUDITED FINANCIAL STATEMENT. SIGN PERSONAL GUARANTY ON REVERSE SIDE OF APPLICATION. RETURN TO ABOVE ADDRESS TO REDUCE PROCESSING TIME.

COMPANY NAME _____

CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____ LIMITED LIABILITY CO. _____ STATE OF ORIGIN _____

STREET ADDRESS _____ E-MAIL _____

CITY _____ STATE _____ ZIP _____ TELEPHONE _____ FAX _____

TYPE OF BUSINESS _____

NAME OF PREDECESSOR BUSINESSES _____

PERSON TO CONTACT REGARDING INVOICES _____ TELEPHONE _____

PARENT COMPANY _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ TELEPHONE _____ FAX _____

TAXPAYER ID# (COMPANY, PARTNERSHIP, ETC. OR SOCIAL SECURITY#) _____

TAXABLE _____ NON TAXABLE _____ SALES TAX EXEMPT# _____ (PLEASE ATTACH COPY OF FORM)

INFORMATION ON PRINCIPALS

FOR PROPRIETORSHIP OR PARTNERSHIP: LIST ALL OWNERS AND/OR PARTNERS.
FOR CORPORATION OR LIMITED LIABILITY COMPANY: LIST ALL OFFICERS, DIRECTORS, MEMBERS AND MAJORITY STOCKHOLDERS. ATTACH SEPARATE SHEET, IF NECESSARY.

NAME	HOME ADDRESS	PHONE	SOCIAL SEC NO.	POSITION

HAVE ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE EVER BEEN A DEBTOR IN A BANKRUPTCY PROCEEDING? YES ___ NO ___ HAS ANY JUDGMENT EVER BEEN ENTERED AGAINST ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE? YES ___ NO ___ ARE THERE ANY LEGAL ACTIONS OR ARBITRATIONS PENDING AGAINST ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE? YES ___ NO ___

CREDIT REFERENCES (Attach separate schedule if necessary)

PRIMARY BANK:

NAME: _____ ACCOUNT #: _____ PHONE: _____

ADDRESS: _____ CONTACT NAME: _____ FAX: _____

OTHER BANK:

NAME: _____ ACCOUNT #: _____ PHONE: _____

ADDRESS: _____ CONTACT NAME: _____ FAX: _____

TRADE REFERENCES

NAME: _____ ACCOUNT #: _____ PHONE: _____

ADDRESS: _____ CONTACT NAME: _____ FAX: _____

NAME: _____ ACCOUNT #: _____ PHONE: _____

ADDRESS: _____ CONTACT NAME: _____ FAX: _____

NAME: _____ ACCOUNT #: _____ PHONE: _____

ADDRESS: _____ CONTACT NAME: _____ FAX: _____

TERMS AND CONDITIONS

CUSTOMER AGREES TO PAY SERVICE CHARGES OF 1 1/2% INTEREST PER MONTH ON ANY INVOICE AMOUNT 30 DAYS PAST DUE UNTIL PAID, BOTH BEFORE AND AFTER JUDGMENT AND FURTHER AGREES TO PAY ALL COSTS INCURRED IN COLLECTION OF PAST DUE AMOUNTS, INCLUDING ATTORNEY'S FEES IN THE AMOUNT OF 1/3 OF THE TOTAL BALANCE DUE FROM CUSTOMER, IN THE EVENT THIS ACCOUNT IS PLACED WITH AN ATTORNEY FOR COLLECTION, WHETHER SUIT IS FILED OR NOT. CUSTOMER EXPRESSLY AGREES TO SUBMIT TO PERSONAL JURISDICTION IN VIRGINIA AND AGREES THAT THE FORUM FOR ANY LITIGATION PURSUANT TO THIS AGREEMENT OR ANY OTHER CONTRACT BETWEEN CURTIS CONTRACTING, INC. ("SELLER") AND CUSTOMER, WHETHER SUIT IS BROUGHT BY SELLER OR CUSTOMER, SHALL BE THE COUNTY OF NEW KENT, VIRGINIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF VIRGINIA.

CUSTOMER FURTHER AGREES TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT, INCLUDING INTEREST AND COST OF COLLECTION, FOR ALL LABOR AND MATERIALS SUPPLIED ON THIS ACCOUNT BEFORE AND UNTIL SELLER HAS RECEIVED WRITTEN NOTICE CLOSING THIS ACCOUNT, MAILED U.S. MAIL CERTIFIED RETURN RECEIPT REQUESTED, NO MATTER WHAT PERSON OR ENTITY ORDERED OR USED THE LABOR AND MATERIAL SUPPLIED ON THIS ACCOUNT AND REGARDLESS OF ANY CHANGE IN THE LEGAL STRUCTURE OF CUSTOMER OR THE EXISTENCE OF ENTITIES OR INDIVIDUALS LEGALLY DISTINCT FROM CUSTOMER USING OR BENEFITTING FROM THE LABOR AND MATERIALS SUPPLIED. IN THE EVENT OF SUCH OTHER ENTITIES OR INDIVIDUALS ORDERING OR USING THE LABOR OR MATERIALS, IT IS AGREED THAT BOTH THE CUSTOMER AND THE OTHER LEGAL ENTITIES OR INDIVIDUALS SHALL BE OBLIGATED FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT.

CUSTOMER AGREES THAT ALL SHIPMENTS TO ANY ONE PROJECT SHALL BE CONSIDERED PART OF A SPECIFIC CONTINUING CONTRACT RELATED TO A SINGLE PROPERTY. ALL WAIVERS EXECUTED BY SELLER SHALL BE EFFECTIVE ONLY TO THE TOTAL DOLLAR AMOUNT OF PAYMENTS ACTUALLY RECEIVED. CUSTOMER AGREES THAT SELLER RETAINS ITS MECHANIC'S LIEN, PAYMENT BOND OR SIMILAR SECURITY RIGHTS FOR UNPAID DELIVERIES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHAT OTHER DOCUMENTS HAVE BEEN PRESENTED TO SELLER FOR SIGNATURE WHICH MAY IMPLY OTHERWISE. CUSTOMER FURTHER AGREES THAT SELLER HAS THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, HOW TO APPLY PAYMENTS AND WHICH INVOICES TO PAY WITH ALL PAYMENTS RECEIVED ON THIS ACCOUNT, DESPITE ANY ADVICE TO THE CONTRARY. SELLER MAY CHANGE CREDIT LIMITS OR OTHER CREDIT TERMS AT ANY TIME, IN ITS SOLE DISCRETION.

SELLER MAY STOP THE MANUFACTURE OR SUPPLY OF ANY LABOR OR MATERIALS WHEN IT, IN ITS SOLE DISCRETION, DETERMINES THAT CUSTOMER IS IN BREACH OF THIS AGREEMENT OR ANY OTHER CONTRACT WITH SELLER, OR SELLER HAS INSECURITY WITH RESPECT TO CUSTOMER'S CREDITWORTHINESS, UNTIL PAYMENT IS MADE AND ANY DISPUTE OR INSECURITY HAS BEEN RESOLVED. CUSTOMER FURTHER AGREES THAT SELLER SHALL NOT, IN ANY EVENT, BE RESPONSIBLE FOR ANY DAMAGE DUE TO DELAY IN SUPPLY OF ANY LABOR OR MATERIALS. CUSTOMER AGREES TO PAY A REASONABLE STORAGE FEE IF MATERIALS ARE STORED ON SELLER'S YARD MORE THAN 60 DAYS.

IN CONSIDERATION OF EXTENDING THIS OPEN ACCOUNT CREDIT, THE UNDERSIGNED: (A) ABSOLUTELY AND UNCONDITIONALLY AGREE(S) PERSONALLY TO PAY FOR ANY PRODUCTS/MATERIALS SOLD TO APPLICANT, INCLUSIVE OF PRINCIPAL, INTEREST AND ATTORNEY FEES, AND SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE SAME; (B) WAIVE(S) THE BENEFIT OF ANY EXEMPTION UNDER THE HOMESTEAD LAWS OR BANKRUPTCY CODE; AND (C) AGREE(S) THAT HIS/HER LIABILITY SHALL NOT BE DISCHARGED BY ANY EXTENSION OF TIME FOR PAYMENT, ANY INCREASE IN THE CREDIT LIMIT OR ANY OTHER INDULGENCE OF ANY KIND GRANTED TO THE APPLICANT OR ANY CO-GUARANTOR REGARDING PAYMENT, WITH OR WITHOUT NOTICE TO THE GUARANTOR(S).

SIGNATURE OF COMPANY:

SIGNATURE OF GUARANTOR:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____