

**NALLY & HAYDON SURFACING, LLC
CEDAR CREEK QUARRY LLC
40 LUCKNOW COURT
BARDSTOWN, KENTUCKY 40004
Phone: 502.348.3926
Fax: 502.348.0104**

CREDIT APPLICATION

(ALL INFORMATION MUST BE PROVIDED: PLEASE TYPE OR PRINT IN INK)

Date: _____ Line of Credit Requested: \$ _____

BY

NAME OF APPLICANT _____ TRADE NAME _____

STREET ADDRESS _____ P.O. Box # _____

CITY, STATE, ZIP _____ TELEPHONE NUMBER/CELL PHONE _____

SOCIAL SECURITY NUMBER OR FEDERAL ID NUMBER _____ EMAIL ADDRESS _____

OWNERSHIP

_____ Corporation _____ Partnership _____ Individual Date of Incorporation _____

Nature of Business _____ Incorporated in What State? _____

(1) _____
NAME(S) OF PRINCIPAL(S) SOCIAL SECURITY #(S) RESIDENCE ADDRESS PHONE

(2) _____
NAME(S) OF PRINCIPAL(S) SOCIAL SECURITY #(S) RESIDENCE ADDRESS PHONE

(3) _____
NAME(S) OF PRINCIPAL(S) SOCIAL SECURITY #(S) RESIDENCE ADDRESS PHONE

**PAYABLES
INFORMATION**

CONTACT: _____
NAME EMAIL ADDRESS PHONE

Purchase Order Required _____ **Sales/Use Tax ID#** _____
MUST ATTACH COPY OF TAX CERTIFICATE

**BUSINESS
REFERENCES**

(1) _____
NAME ADDRESS PHONE

(2) _____
NAME ADDRESS PHONE

(3) _____
NAME ADDRESS PHONE

**BANK
REFERENCE**

ACCOUNT NO. _____ NAME & CITY _____ PHONE _____

**CREDIT
TERMS**

I/We hereby make application for an account with the Company (as defined below) on the following Terms: All accounts shall be paid in full net 30 days. Delinquent accounts will be charged (1 1/2) per month service charge on the outstanding balance. Should the account be referred to an attorney for collection, the undersigned agrees to pay all court costs and expenses plus a reasonable attorney fee of 15%. The Company will provide one original and one duplicate invoice copy and any additional copies as may be needed are responsibility of applicant/customer.

I/We represent and warrant that all of the above statements are true at the date shown above. I/We authorize the Company to make any credit inquiries deemed necessary to process this application. The Company may exchange credit experience on this account with other creditors and credit reporting agencies.

By signature hereon I/We acknowledge that the undersigned has read and understood the above and that the terms are acceptable.

APPLICANT (PLEASE PRINT) _____

SIGNATURE AND TITLE _____
Maximum Credit \$75,000.00; minimum Credit \$1,000.00 unless higher figure is specified.

**SEE REVERSE SIDE FOR OTHER IMPORTANT TERMS
SIGNATURE(S) REQUIRED ON PERSONAL GUARANTY**

PERSONAL GUARANTY

In consideration of Nally & Haydon Surfacing, LLC., Cedar Creek Quarry LLC or an affiliate (collectively, the "Company") agreeing to extend credit to the applicant, the undersigned hereby unconditionally and personally guarantees the prompt payment in full of all charges incurred by the applicant plus any and all other sums (including interest, collection costs and attorney fees) which may be due hereunder. The undersigned further waives all notice of non-payment by the applicant and expressly grants the Company the right to proceed first against applicant before proceeding against the applicant. It is further understood that this personal guaranty shall be relied on by the Company in making its decision to extend credit to the applicant and that this is a continuing guaranty which shall remain binding on the undersigned, his/her estate, heirs, personal representatives and assigns until such time as the undersigned notifies the Company in writing of its revocation. The undersigned hereby consents and submits to the jurisdiction designated by the Company for purposes of any legal action brought on this guaranty and further authorizes the Company to obtain personal credit information, if it deems the same necessary in processing this application. For purposes of Kentucky Revised Statutes 371.065, the maximum aggregate liability of each of the undersigned is 150% of the amount listed in the Line of Credit Requested item of the Credit Application on the reverse side hereof, exclusive of interest, fees, charges, costs, and reasonable attorneys' fees (which interest, fees, charges, costs, and reasonable attorneys fees are included in the obligations guaranteed but are not included in the limit of the maximum aggregate liability). This guaranty shall terminate after five years from the date set forth beside the signature(s) of the undersigned below, but such termination will not affect the liability of the undersigned for obligations hereunder incurred or created prior to such date, or extensions or renewals of interest accruing on, or fees or costs or expenses incurred with respect to, such obligations on or after such date.

X _____
GUARANTOR'S SIGNATURE DATE

X _____
CO-GUARANTOR'S SIGNATURE DATE

SS # DRIVER LICENSE # OR CREDIT CARD #

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ADDITIONAL TERMS

Applicant agrees that the law of the Commonwealth of Kentucky shall govern all credit transactions with the Company, and agrees that any legal action to collect any unpaid accounts due the Company may be brought in the Circuit Court for Nelson County, Kentucky and consents and submits to jurisdiction and venue in said court.

FOR OFFICE USE ONLY

By: _____ Cr. Limit _____ Code _____

Account Opened: _____
High Credit: _____
Terms: _____
Current Balance: _____
Payment History: _____

COMPANY NAME

TELEPHONE #

Account Opened: _____
High Credit: _____
Terms: _____
Current Balance: _____
Payment History: _____

D & B Rating: _____
Equipment: _____
Comments: _____

Salesman: _____
Value: \$ _____ Rental: \$ _____