



**TRADE REFERENCES**

(NOTE: Your most recent asphalt supplier is required.)

**Reference #1**

Name: \_\_\_\_\_

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

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(NOTE: A fax number is required.)

**Reference #2**

Name: \_\_\_\_\_

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

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(NOTE: A fax number is required.)

**Reference #3**

Name: \_\_\_\_\_

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

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(NOTE: A fax number is required.)

**FINANCIAL INFORMATION**

Bank Name: \_\_\_\_\_

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

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(NOTE: A fax number is required.)

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Account #: \_\_\_\_\_

Account #: \_\_\_\_\_

Has the applicant or any Principal thereof ever filed bankruptcy?                      Yes                      No

If yes:

Name of Principal: \_\_\_\_\_

State of Filing: \_\_\_\_\_

Date of Filing: \_\_\_\_\_

The information given herein is offered as a request by the applicant for an extension of credit for commercial business use only. The applicant authorizes Reynolds Asphalt and Construction Company (RAC) to make inquiry into any and all matters set forth in this application, to obtain oral and written credit reports from any credit reporting agency in gathering information necessary for the evaluation of applicant's credit-worthiness and financial responsibility. Applicant further authorizes the within listed references, including BANK AUTHORIZATION, to release to RAC, any information concerning the credit or financial status of the individuals business, partnership, or corporation. These authorizations are continuing in nature, and may be exercised in connection with any update, renewal, or extension of credit under this agreement.

All sales are subject to the "Terms and Conditions of Sale" outlined in this credit agreement. Applicant acknowledges that it has read the "Terms and Conditions of Sale" and agrees to be bound thereby. No terms or conditions of purchase orders different from those of RAC will become part of any sales agreement, purchase order or other document unless specifically approved in writing by RAC. No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge.

**TERMS AND CONDITIONS OF SALE**

The applicant agrees to pay all invoices in accordance with the terms printed on each. It is understood that RAC may impose a finance charge or late charge as a penalty for late payment. In this event, applicant agrees to pay one and one-half percent (1.5%) from date of purchase compounded on a monthly basis on any unpaid balance. Failure of RAC to levy a finance charge shall not be construed as a waiver unless specifically agreed to in writing.

In the event it becomes necessary to place an account with an outside collection agency or attorney for collection, suit, or other legal action, the applicant agrees to pay all costs of such proceedings, including reasonable attorney fees.

Any dispute arising under this Agreement shall be governed by the applicable State of Texas state law. Applicant agrees as evidenced by its/their signature(s) below that commencement of any action shall be brought in the venue of RAC's choice unless otherwise required by state/province law for small claim actions.

_____	_____
Company Name	Company Name
_____	_____
Applicant Signature	Applicant Signature
_____	_____
Applicant Printed Name	Applicant Printed Name
_____	_____
Applicant Title	Applicant Title
_____	_____
Date	Date

**PERSONAL GUARANTY**

Date: \_\_\_\_\_

TO: Reynolds Asphalt and Construction Company, including all divisions, subsidiaries and affiliates thereof:

I, \_\_\_\_\_ and \_\_\_\_\_  
(Print Principal Name) (Print Principal Name)

understand that after having my credit request evaluated (increased), for and in consideration of your extending credit at my request to

\_\_\_\_\_ (Name of Company)  
(hereinafter referred to as the "Company"), of which I am the \_\_\_\_\_ (Title)

hereby personally guarantee payment of all indebtedness now and hereinafter owing by the Company, whether an individual, partnership, corporation, or other. In consideration of extending credit, I/we, the undersigned, hereby individually and personally guaranty to pay all sums of money that, at any time hereinafter, become due, whether said

indebtedness be in the form of notes, bills, open accounts, or any other form. Guarantor(s) also agree(s) to pay all service and interest charges of one and one-half percent (1.5%) per month, together with attorney fees, collection costs, and court costs. Cancellation of this continuing irrevocable personal guaranty must occur by serving notice via certified mail, return receipt requested, attention Gary E. Reynolds, Reynolds Asphalt and Construction Company, PO Box 370, Euless, TX 76039.

**Please Print:**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Home Address  
  
\_\_\_\_\_  
City, ST ZIP  
  
\_\_\_\_\_  
Home Phone  
  
\_\_\_\_\_  
Social Security No.  
  
\_\_\_\_\_  
Signature of Pricipal (Guarantor)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and, after being by me duly sworn, acknowledged to me that the same was the act of the Guarantor and that he/she executed the same as the act of the Guarantor for the purposed and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

(Seal)

**Please Print:**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Home Address  
  
\_\_\_\_\_  
City, ST ZIP  
  
\_\_\_\_\_  
Home Phone  
  
\_\_\_\_\_  
Social Security No.  
  
\_\_\_\_\_  
Signature of Pricipal (Guarantor)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and, after being by me duly sworn, acknowledged to me that the same was the act of the Guarantor and that he/she executed the same as the act of the Guarantor for the purposed and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

(Seal)