



Gagne and Son Concrete Blocks, Inc.
 28 Old Route 27 Road, Belgrade, Maine 04917
 Tel: 207-495-3313 Fax: 207-495-2499

COMMERCIAL CREDIT APPLICATION

For use when materials are supplied for commercial, business or industrial purposes.

For your convenience, Gagne and Son would like to offer you the opportunity to open a charge account.
 Please fill out the information below completely.

If your business is a Corporation, or a Limited Liability Company, and the account is to be set up in your Company's name, the Personal Guarantee section must be completed and signed by at least one officer of the company, but should be signed by all officers of the corporation.

BUSINESS INFORMATION			
Business Name		Year of Incorporation	
Phone / Fax		Sole Proprietorship <input type="checkbox"/>	
E-mail		Partnership <input type="checkbox"/>	
Mailing Address		Corporation <input type="checkbox"/>	
Street Address		Limited Liability Company <input type="checkbox"/>	

OWNERSHIP & CONTACT INFORMATION							
(PLEASE LIST ALL OWNERS AND CONTACTS)							
Owner Name		Title		SSN or TIN		Phone	
Owner Name		Title		SSN or TIN		Phone	
Owner Name		Title		SSN or TIN		Phone	
Owner Name		Title		SSN or TIN		Phone	
A/P Contact		Title		Email		Phone	

BUSINESS TYPE INFORMATION					
(PLEASE CIRCLE ONE)					
Mason Contractor	Landscape Contractor	Septic / Excavation	General Builder	Commercial GC	Foundations / Floors
Engineer	MHP / RE DEV	Electrical / HVAC	Dealer / Resale	Industrial	Municipality
Initial Credit Limit Requested			Future Credit Limit Desired		
Previous Account with Gagne and Son?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, Account Name		
Sales Tax Exempt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, Certificate Number		

BUSINESS / TRADE REFERENCES

Company Name		Fax No.	
Mailing Address		Phone No.	
Company Name		Fax No.	
Mailing Address		Phone No.	
Company Name		Fax No.	
Mailing Address		Phone No.	

CREDIT REFERENCES

Do you own any large personal property items owned (heavy equipment, recreational vehicles, etc.)? If yes, please list below:			
Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Are you the Co-Maker, Endorser, or Guarantor of any Loan or Contract, or have any other obligations? If yes, please list below:			
Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Have you, a partner, co-owner, officer, or principal stockholder been declared bankrupt in the past 14 years?			
Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, Who & Where?	Year?
Net Worth		Annual Sales	No. of Employees
If incorporated, will personal guaranty of indebtedness be given? If yes, list names of Stockholder(s), Director(s), Officer(s) or Manager(s)			
Yes <input type="checkbox"/>	No <input type="checkbox"/>		

AGREEMENT *(SIGNATURE REQUIRED)*

TERMS OF PAYMENT: This agreement does not create a line of credit. All accounts are to be paid in full within 30 days from the date of the invoice. Accounts not paid within 30 days from the date of the invoice will be assessed a LATE CHARGE of 1.5% per month (18% per annum). In case of default on payment Applicant agrees to pay all collection costs including reasonable attorney's fees. Gagne and Son Concrete Blocks, Inc. reserves the right to limit or suspend credit privileges at any time. Delinquent accounts will be denied further credit and Gagne and Son Concrete Blocks, Inc. may require that the Applicant pay the outstanding balance immediately. A job name is to be given and the destination of all materials is to be shown on all sales orders. The undersigned personally and unconditionally guarantees payment for materials furnished to any business entity formed by the undersigned after the date signed.

APPLICANT'S DECLARATION: I have read this Commercial Credit Application and I agree to and bind my business to the TERMS OF PAYMENT printed above. Everything that is stated in this application is true to the best of my knowledge. It is understood that Gagne and Son Concrete Blocks, Inc. will retain this application whether or not it is approved. Gagne and Son Concrete Blocks, Inc. is authorized to check my, and my business' credit histories to verify the information reported on this application with any source listed or not listed on this application and to answer any questions about its credit experience with me or my business. Without prior notice Gagne and Son Concrete Blocks, Inc. may order subsequent credit reports or contact any source or reference to update, renew or extend the terms of my, or my business' credit arrangement with Gagne and Son Concrete Blocks, Inc. Gagne and Son Concrete Blocks, Inc. is authorized to contact any of the references listed above, and I authorize any of the references listed above to release information pertaining to my, or my business' account with them and to answer any questions about their credit experience with me or my business. If credit is extended, Gagne and Son Concrete Blocks, Inc. is authorized to contact my, or my business' customers if the account with Gagne and Son Concrete becomes delinquent. If credit is extended by Gagne and Son Concrete Blocks, Inc. it has been based on the information provide by me on the Commercial Credit Application. By signing this form I agree and bind my business to the TERMS OF PAYMENT.



Print Name		Title	
Signature		Date	

PERSONAL GUARANTY

In consideration of Gagne and Son Concrete Blocks, Inc. (hereinafter, "Gagne and Son") extension of credit to _____ (name of business applicant) of _____ (physical address) (hereinafter, "The Buyer"), for the purchases of materials and supplies, the undersigned individually hereby unconditionally personally guarantees to Gagne and Son, its successors and assigns, payment when due of principal, late charges, attorney's fees and costs with respect to invoices issued and/or credit extended to The Buyer before or after the date hereof.

The undersigned waives any notice of the issuance of any credit or invoice to The Buyer at any time and waives any and all presentment, demand, protest or notice of dishonor, nonpayment or other default with respect to any such credit or invoices.

If The Buyer fails to pay when due all or any part of its obligation to Gagne and Son according to the terms of its credit arrangement Gagne and Son, the undersigned shall pay to Gagne and Son the amount due and unpaid by The Buyer as if the amount owed by The Buyer were the undersigned's own debt. The undersigned must pay as aforesaid immediately after Gagne and Son demands in writing payment by the undersigned. Gagne and Son shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against The Buyer or others with respect to any of The Buyer's obligations before making any demand for payment upon the undersigned.

The undersigned agrees to provide Gagne and Son, upon demand, financial statements setting forth in reasonable detail the assets, liabilities, and net worth of the undersigned. The undersigned authorizes Gagne and Son to check credit references and obtain personal credit reports regarding the undersigned from time to time. This obligation to provide financial statements and authorization to obtain credit references exists only as long as The Buyer's obligation to Gagne and Son remains unpaid.

The term "undersigned" as used in this Personal Guaranty shall mean the signers or signer of this Personal Guaranty and his, her or their heirs. Such signers if more than one shall be jointly and severally liable hereunder.

This is a continuing guaranty. Each of the undersigned will be liable for all debts of The Buyer to Gagne and Son existing now or arising in the future. The liability of each guarantor hereunder may be terminated as to debts incurred five (5) days after Gagne and Son receives written notice that (a) a particular guarantor has rescinded the guarantee hereunder or (b) a particular guarantor has died for become legally incompetent.

The undersigned also waives all suretyship defenses. This means that the undersigned will not raise any of the usual defenses of payment on a guaranty and that Gagne and Son is allowed to deal freely with The Buyer, for instance by extending the time for payment of The Buyer's debts to Gagne and Son and by releasing any security for The Buyer's debt to Gagne and Son.

This guaranty is accepted by Gagne and Son in the State of Maine and shall be governed by and construed in accordance with the laws of the State of Maine (without reference to the conflict of the law principles thereof). Gagne and Son and the undersigned irrevocably consent to the personal jurisdiction of the courts of the State of Maine and of any federal courts located in the State of Maine for the purposes of legal proceedings arising from or relating to this Guaranty.



Signature		Signature	
Name and Title		Name and Title	
Date		Date	
Signature		Signature	
Name and Title		Name and Title	
Date		Date	

If this business is incorporated, and the account is to be set up in the name of the corporation, this section must be signed by at least one officer of the corporation, but should be signed by all officers of the corporation.

GAGNE AND SON CONCRETE USE ONLY

Credit Extended / Refused Date		Credit Amount	
Authorized By:			
Credit Extended / Refused Date		Credit Amount	
Authorized By:			
Mason Contractor	Landscape Contractor	Septic / Excavation	General Builder
Commercial GC	Foundations / Floors	Engineer	MHP / RE DEV
Electrical / HVAC	Dealer / Resale	Industrial	Municipality