



# CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

JDM Materials Company, Inc./ EUREKA STONE QUARRY, Inc./ James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co.

Applicant authorizes JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. and/or its credit investigation agency to contact and receive information from the provided references regarding Applicant's business background, reputation, personal character and worthiness. Applicant represents and warrants to JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. that all statements made in this Application are true and correct. Applicant hereby agrees to indemnify and hold harmless JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co., its agents and employees for any liability, damages, claims, court costs and attorney's fees resulting from any credit investigation.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the uses of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

## IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED APPLICANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- Payment of Charges** Applicant agrees that each invoice shall be paid by the last day of the month, following the month, in which the good and/or services identified on such invoice were purchased ("Net 30 EOM"). Applicant agrees to pay all charges when due, and in the event said charges are not so paid, Applicant agrees to pay JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. a service charge of 1.5% per month, compounded monthly, on the unpaid balance. Applicant agrees to pay the posted return check charge fee for each check returned. Applicant hereby accepts and assumes full and exclusive liability for the payment of any tax and/or assessment imposed by any present or future law of any governmental authority. Applicant accepts responsibility for all goods on credit in the past are no longer authorized to do so. Absent receipt of such notice, Applicant shall be liable for the costs of goods sold or services rendered to such persons.
- Increase / Decrease in Credit Limit/Termination of Credit** JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. may, in its sole discretion and at any time, increase or decrease Applicant's credit limit. JDM may, in its sole discretion and at any time, refuse to permit charges to be incurred to Applicant's account.
- Delivery of Product** Delivery of product to Applicant may be made without obtaining signatures upon delivery.
- Events of Default** The occurrence of any of the following shall constitute an event of default an "Event of Default") under this Agreement: (a) failure of Applicant to make any required payment on the date(s) when due; (b) failure of applicant to perform any of Applicant's other obligation hereunder; (c) if Applicant is an individual, death of Applicant; (d) institution of any proceedings in bankruptcy of receivership, or insolvency, by or against Applicant or its/his/her property; € entry of judgment against Applicant in any court or the issuance of any execution process against any process of the Applicant; or (f) any statement made herein is determined by JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. to be misleading or incorrect.
- Remedies** Upon the occurrence of an Event of Default, JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. may, without further notice to Applicant, declare immediately due and payable all charges made to Applicant's account, whether or not all such charges are then due, and JDM may thereafter initiate legal proceedings against Applicant or exercise any other legal or equitable rights available to JDM to collect such indebtedness. Applicant agrees that if Applicant's account is referred for collection to any attorney or agency, or if Applicant becomes a debtor in any bankruptcy or insolvency proceeding, Applicant will pay all costs of collections or enforcement, including, but not limited to, agency fees, court costs and attorney's commission equal to the greater of 15% of Applicant's total indebtedness (including service charges) to JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. or actual attorney's fees but in no event shall the attorney fees be less than \$500.00. Service charges shall continue to accrue at the rate of 1.5% per month following the entry of judgment. No failure to exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single, partial or multiple exercise of any right, power or remedy hereunder preclude any other or further exercises thereof or exercise of any other right. The remedies provided herein are cumulative and concurrently, may be pursued separately, successively or together, and may be exercised as often as occasion therefore shall arise.
- Consent to Jurisdiction/Waiver of Jury Trial** This Agreement is made at Bucks County, Pennsylvania, and shall be governed and constructed in accordance with the laws, but not by the law of conflict of laws, of the Commonwealth of Pennsylvania. Applicant agrees that any and all actions arising out of or in connection with the sale of goods or services or extension of credit by JDM Materials Company, Inc. / EUREKA STONE QUARRY, Inc. / James D. Morrissey, Inc. d/b/a Ward Sand and Materials Co. shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania, or in the United States District court for the Eastern District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial.

The undersigned certifies that all information on this Application is true and correct. The undersigned has read, understands and hereby agrees to, and intends to be legally bound by, the above terms and conditions. The undersigned also represents that he/she has full authority to enter into this Agreement on behalf of the Applicant referenced above.

### IF INDIVIDUAL OR PARTNERSHIP SIGN HERE:

### IF APPLICANT IS CORPORATION SIGN HERE:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signature and Title



851 County Line Road  
 Huntingdon Valley, PA 19006-1198  
 215.677.3100  
 215.357.5505  
 Fax 215.357.6979  
 www.JDM-INC.com

EUREKA STONE QUARRY, INC. / JAMES D. MORRISSEY, INC. d/b/a  
 WARD SAND AND MATERIALS, Co.  
 Date of Application: \_\_\_\_\_

CREDIT APPLICATION & AGREEMENT	
FOR OFFICE USE ONLY	
Account #: _____	Credit Amount: _____
Approved By: _____	Date Approved: _____
Notes: _____	Salesperson: _____

**NAME OF APPLICANT:** \_\_\_\_\_  
Include all corporate designations and any trade name if applicable.

**ADDRESS INFORMATION**

<b>COMPANY'S BILLING ADDRESS</b>	<b>COMPANY'S PHYSICAL STREET ADDRESS (PO Box Not Acceptable)</b>
Street: _____	Street: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Cell Phone: _____	Fax: _____ Email: _____

**BUSINESS INFORMATION**

TYPE OF OWNERSHIP:  
 Corporate; State of Incorporation: \_\_\_\_\_  Partnership  Proprietorship  LLC

Type of Business: \_\_\_\_\_ Types of Material Required: \_\_\_\_\_ Project: \_\_\_\_\_

Estimated Monthly Purchase: \_\_\_\_\_

Do You Have Any Affiliated Businesses?  Yes  No If Yes, Name Each of Them: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_ Tax Status:  Taxable  Exempt Certificate# \_\_\_\_\_

**CORPORATION**

President: _____	SS#: _____	Home Address: _____
Vice President: _____	SS#: _____	Home Address: _____
Treasurer: _____	SS#: _____	Home Address: _____
Secretary: _____	SS#: _____	Home Address: _____

**INDIVIDUAL OWNERSHIP / PARTNERSHIP**

Name: _____	SS#: _____	Home Address: _____
Name: _____	SS#: _____	Home Address: _____
Name: _____	SS#: _____	Home Address: _____

**BANK REFERENCES**

1. Depository Bank: _____	2. Lending Bank: _____
Type of Account: _____	Type of Account: _____
Account #: _____ Phone: _____	Account #: _____ Phone: _____

**CREDIT REFERENCES (Four Required - Do Not Use Subcontractors. Two Must Be Ready-Mixed Companies)**

1. Company Name: _____	3. Company Name: _____
Address: _____	Address: _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____
2. Company Name: _____	4. Company Name: _____
Address: _____	Address: _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____

**AUTHORIZED BUYERS**

1. _____	3. _____
2. _____	4. _____

**This credit application and agreement must be signed by authorized officers of the company if a corporation; all partners if a partnership; or by individuals applying for a personal account.**