

## Credit Application

Builders Concrete East, LLC, Windham Materials, LLC,

A.Aiudi & Sons, LLC, Aiudi CT LLC, Aiudi Concrete, Inc.

P.O. Box 133, Willimantic CT 06226

860-456-4111 Fax: 860-456-9176

P.O. Box 279, Plainville, CT 06062

860-747-5534 Fax: 860-747-8212

P.O. Box 361, Westbrook, CT 06498

860-399-9289 Fax: 860-399-6474

Date \_\_\_\_\_

Customer Name \_\_\_\_\_ (herein referred to as "Customer")

Billing Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Street Address, City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ Cell phone/Pager \_\_\_\_\_

Form of Business: ( ) Corporation ( ) Limited Liability Corporation ( ) Partnership ( ) Individual

Year Established: \_\_\_\_\_ Federal I.D. Number and/ or SS# \_\_\_\_\_

If an individual, present employer: \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

### List all Owner(s) / Officer(s) / Member(s) / Partner(s): (use additional paper if necessary)

1. Name \_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Home Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Fax \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Home Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Fax \_\_\_\_\_

3. Name \_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Home Address \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Fax \_\_\_\_\_

### Credit References

**Bank References:** If an individual, attach commitment letter for construction loan from lending institution.

1. Name \_\_\_\_\_ Account Number \_\_\_\_\_

Street Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Account Number \_\_\_\_\_

Street Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**Trade References:** Firms with whom you have done business for at least one (1) year, within the past year.

1. Name \_\_\_\_\_ Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact \_\_\_\_\_

2. Name \_\_\_\_\_ Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact \_\_\_\_\_

3. Name \_\_\_\_\_ Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact \_\_\_\_\_

**PLEASE REVIEW AND SIGN REVERSE SIDE**

## Credit Agreement

For and in consideration of the extension of credit from Builder's Concrete East, LLC, Windham Materials, LLC, A.Aiudi & Sons, LLC, Aiudi CT LLC, and/or Aiudi Concrete, Inc., jointly and severally referred to as "Creditor", the Customer agrees and promises to the terms and conditions set forth herein:

- 1) To pay all bills and invoices as rendered according to the terms of Creditor. Terms: Net 30 days, thereafter a finance charge of 1½% per month (18% per year).
- 2) To pay all costs of collection incurred including court fees, marshal fees, reasonable attorneys fees in the event that any account of the Customer is referred to attorney or other professional for collection. Notice of default, presentment, protest and demand, are waived.
- 3) TO WAIVE CUSTOMER'S RIGHT TO NOTICE AND HEARING UNDER THE PREJUDGEMENT REMEDIES AS PROVIDED FOR IN CONNECTICUT GENERAL STATUTES, CHAPTER 903-A , AS AMENDED FOR ANY DEFAULT OF THIS CREDIT AGREEMENT. THIS WAIVER OF NOTICE AND HEARING IN THIS COMMERCIAL TRANSACTION AFFORDS CREDITOR WITH THE RIGHT TO A PREJUDGEMENT REMEDY WITHOUT SECURING A COURT ORDER.**
- 4) To authorize all references listed on the reverse side to release and/or verify information to Creditor in order to determine Customer's credit. Customer also authorizes Creditor to procure an investigative credit report for the life of the agreement as allowed by the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq., as amended.
- 5) To notify Creditor by certified mail in the event a change in ownership or legal status of Customer occurs.
- 6) That Creditor may obtain a business and/or consumer credit report from time to time on the Customer in order to evaluate Customer's credit worthiness.

The undersigned hereby represents that all of the information provided herein is true and that said representations are made for the purpose of obtaining credit from Creditor.

If any provision of this credit agreement is in conflict with any applicable statute, rule, or law, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating any other provision hereof. A facsimile is deemed acceptable as an original.

Signature of Customer \_\_\_\_\_ Date \_\_\_\_\_

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

## Personal Guaranty

In and of consideration and as an inducement of Creditor granting an extension of credit to Customer, the undersigned hereby unconditionally guarantees payment of the obligations of Customer to the full amount of the credit extended as provided herein.

The undersigned hereby consents to Creditor's use of a non-business consumer credit report from time to time on the undersigned in order to further evaluate the credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned as an individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

The undersigned agrees that nothing herein shall be deemed to render this Guaranty in any way conditional, and that notice of acceptance of this guaranty and of any default by the customer for whose benefit this Guaranty is executed, is hereby waived. Presentment, protest and demand, and notice of protest and demand of all amounts due are also hereby waived.

**THE UNDERSIGNED AGREES TO WAIVE THEIR RIGHT TO NOTICE AND HEARING UNDER THE PREJUDGEMENT REMEDIES AS PROVIDED FOR IN CONNECTICUT GENERAL STATUTES, CHAPTER 903-A, AS AMENDED FOR ANY DEFAULT OF THE ABOVE CREDIT AGREEMENT. THIS WAIVER OF NOTICE AND HEARING IN THIS COMMERCIAL TRANSACTION AFFORDS THE CREDITOR WITH THE RIGHT TO A PREJUDGEMENT REMEDY WITHOUT SECURING A COURT ORDER.**

If any provision of this Guaranty is in conflict with any applicable statute, rule, or law, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating any other provision hereof. A facsimile is deemed acceptable as an original.

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

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

## Equal Credit Opportunity Act (ECOA)

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract) or because all or part of the applicants income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission.