



# Tuscola Stone Company

1199 E. US Hwy 36

Tuscola, IL 61953

Phone (217) 253-4705

Return to: [hbanta@tuscolastone.com](mailto:hbanta@tuscolastone.com)

## APPLICATION FOR BUSINESS CREDIT

### Section 1: Applicant

DATE: \_\_\_\_\_

Company/Customer Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Acct Payable Contact: \_\_\_\_\_

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

### Section 2: Business Description

Corporation\_\_\_\_ Partnership\_\_\_\_ Sole Owner\_\_\_\_ LLC\_\_\_\_ LP\_\_\_\_ Other\_\_\_\_

Description of Business\_\_\_\_\_ How Long In Business\_\_\_\_\_

Parent Company\_\_\_\_\_ Dun & Bradstreet #\_\_\_\_\_

### Information Section 3: Officer(s), Partner(s), Proprietor, Owner, Member

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

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

### Section 4: Vendor References (minimum of 3)

1. Name\_\_\_\_\_ Address\_\_\_\_\_ City/State/Zip\_\_\_\_\_ Phone\_\_\_\_\_ Fax\_\_\_\_\_ Email\_\_\_\_\_

2. Name\_\_\_\_\_ Address\_\_\_\_\_ City/State/Zip\_\_\_\_\_ Phone\_\_\_\_\_ Fax\_\_\_\_\_ Email\_\_\_\_\_

3. Name\_\_\_\_\_ Address\_\_\_\_\_ City/State/Zip\_\_\_\_\_ Phone\_\_\_\_\_ Fax\_\_\_\_\_ Email\_\_\_\_\_

4. Name\_\_\_\_\_ Address\_\_\_\_\_ City/State/Zip\_\_\_\_\_ Phone\_\_\_\_\_ Fax\_\_\_\_\_ Email\_\_\_\_\_

**Section 5: Misc. Information**

Federal ID# \_\_\_\_\_ Purchase Order Number Required: YES \_\_\_\_\_ NO \_\_\_\_\_  
Name & Address of Bonding Co. \_\_\_\_\_  
State Contractors License# \_\_\_\_\_  
**Tax Status:** Taxable \_\_\_\_\_ Non-Taxable \_\_\_\_\_  
Tax Exempt ID or Resale # \_\_\_\_\_ (MUST INCLUDE EXEMPT CERTIFICATE WITH APPLICATION)  
Have You Ever Filed For Bankruptcy? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, Give Date and Reason \_\_\_\_\_  
\_\_\_\_\_  
Do You Have Any Pending Litigation? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, Give Reason \_\_\_\_\_

**Section 6: Terms and Conditions of Business Credit**

This application and the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Tuscola Stone Company, and/or its affiliates (individually and collectively). By submitting this application to Tuscola Stone Company, Applicant hereby agrees to these terms and conditions.

Applicant hereby agrees to pay Tuscola Stone Company for each purchase made hereunder, as follows: Net 30 days (30 days following the date of invoice). Applicant agrees to pay Tuscola Stone Company a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by state law. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms of each invoice.

Applicant authorizes Tuscola Stone Company from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed in Sections 4 & 5. Applicant further authorizes each of the creditors to give Tuscola Stone Company from time to time any and all necessary information that will aid Tuscola Stone Company in its credit investigation. Applicant further authorizes Tuscola Stone Company to reinvestigate credit status from time to time as Tuscola Stone Company deems necessary. Tuscola Stone Company reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Tuscola Stone Company to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this application on behalf of the Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Tuscola Stone Company in writing at address referenced on its invoices of any changes which occur in respect to any of the information included in this application (including, but not limited to, any of the information provided in Section 2 or 3) or any other information which may affect ability to pay, and until such time, Tuscola Stone Company may continue to rely on this information. Any changes in legal status or the information provided in Section 2 or 3 must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Tuscola Stone Company has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these terms and conditions are governed by the State where the shipments originated and that if any provisions hereof are held invalid, illegal or unenforceable, then on other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection including, but not limited to, attorney's fee equal to the greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under State law, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Tuscola Stone Company is required to institute suite for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Tuscola Stone Company, including but not limited to, any action by Tuscola Stone Company to collect on account may be filed in Federal or State court where shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction of Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claims shall be delivered to Tuscola Stone Company by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Tuscola Stone Company may, at any time, assign its right for payment hereunder.

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Print Name of Person Signing	Authorized Signature	Title
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Print Name of Person Signing	Authorized Signature	Title
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(A facsimile version of this application will be considered as the original)

**PERSONAL GUARANTY OF BUSINESS CREDIT**

For value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to Tuscola Stone Company or any of its affiliates (collectively Tuscola Stone Company) even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above terms and conditions for twenty years after the date immediately below, unless prohibited by State Law, in which case the maximum liability under this agreement will be \$100,000 and for a maximum of 5 years. Each of the undersigned waives all notices with respect to the guaranty and waives acceptance of this guaranty by Tuscola Stone Company. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorney's fees equal to 25% of the amount of the outstanding indebtedness, after default by the undersigned hereunder. Each of the undersigned authorizes Tuscola Stone Company to check the undersigned's credit and employment history from time to time and to obtain one or more consumer reports regarding the undersigned.

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Date Signed	Print Name	Signature of Individual Guarantor
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Date Signed	Print Name	Signature of Individual Guarantor
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Electronic version of this application will be considered as the original