



**APPLICATION FOR CREDIT  
ALLAN MYERS MATERIALS**

638 Lancaster Avenue Malvern, PA 19355  
Phone (610) 222-3134 / Fax (610) 222-2394

**Applicant Information**

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

Main Phone \_\_\_\_\_ Fax no. \_\_\_\_\_ Website www. \_\_\_\_\_

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

Street Address (no P.O. Boxes) \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Has applicant or affiliates done business with Allan Myers? \_\_\_\_\_ Where \_\_\_\_\_

Products to be purchased Asphalt \_\_\_\_\_ Stone \_\_\_\_\_ Other \_\_\_\_\_

Estimated monthly purchases \$ \_\_\_\_\_ Myers Sales Rep \_\_\_\_\_

Sole Proprietor \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_ Joint Venture \_\_\_\_\_

Date Established \_\_\_\_\_ State of Inc. \_\_\_\_\_ Fed ID# \_\_\_\_\_

Parent Co (name/City/State) \_\_\_\_\_ Phone \_\_\_\_\_

Has Applicant ever declared Bankruptcy? \_\_\_\_\_ State: \_\_\_\_\_ Date \_\_\_\_\_

Tax Exempt? YES \_\_\_\_\_ NO \_\_\_\_\_ Tax Exempt no: \_\_\_\_\_

**\*Must Attach Tax Exempt Certificate**

**Banking/Bonding References**

Bank Name (checking/savings) \_\_\_\_\_ Phone \_\_\_\_\_

Checking Acct # \_\_\_\_\_ Account Mgr \_\_\_\_\_

Bank Name (loans/other) \_\_\_\_\_ Phone \_\_\_\_\_

Loan Account # \_\_\_\_\_ Account Mgr \_\_\_\_\_

Bonding Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

Surety Company (name/city/state) \_\_\_\_\_

**Trade References**

**\*Minimum 3 construction trade refs with high credit greater than estimated purchases**

Name	Phone	Fax/Email

**Principal Information**

**\*\*List below Owners or Partners or President and Vice President**

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

Home Addr \_\_\_\_\_ S.S.#: \_\_\_\_\_

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

Home Addr \_\_\_\_\_ S.S.#: \_\_\_\_\_



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**PERSONAL GUARANTY AND SURETY AGREEMENT**

THIS GUARANTY AND SURETY AGREEMENT (the "Agreement") made by the undersigned, an individual, and his spouse, if any (hereinafter referred to jointly and severally as "Guarantor") in favor of Allan Myers, Inc. and all of its operating subsidiaries and all of their affiliates, successors, assigns, heirs, executors and administrators (hereinafter collectively referred to as "Creditor") to secure certain obligations of \_\_\_\_\_ ("Applicant") to Creditor. The parties hereto agree that;

For good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, and as a material inducement to Creditor to extend credit to Applicant under any Credit Agreement and/or any other written or oral Contract between Creditor and Applicant, the undersigned unconditionally and irrevocably personally guarantees and promises to perform all obligations of the Applicant to Creditor under said Credit Agreement and/or Contract, including without limitation all payment and performance obligations arising at any time under said Credit Agreement and/or Contract and/or under any order placed by Applicant or any change order, renewal, extension, amendment, assignment, sublease, transfer, or other modification of said agreements (hereinafter referred to as "Obligations"). Furthermore, Guarantor agrees that if any Obligation is not paid by the Applicant punctually when due, Guarantor shall, upon Creditor's demand, immediately pay such Obligation or cause the same to be paid.

If Creditor takes any action to enforce or compel compliance with the terms of this Guaranty or any other Obligation, the Guarantor shall be obligated to pay all costs incurred by Creditor and attorney's fees in the amount of thirty three percent (33%) of the balance due in addition to any other rights or remedies which Creditor may have. Any lawsuit concerning any dispute arising under or relating to this Agreement or to the shall be initiated and litigated in a State court located within a County elected by Creditor at its sole discretion which courts shall have exclusive jurisdiction over any such proceedings. The undersigned agrees to submit to the personal jurisdiction of such courts as solely elected by Creditor and waives any objection to personal jurisdiction in such courts for the purposes of such proceedings.

Applicant and Guarantor agree that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Creditor under any Credit Agreement or Contract between Creditor and Applicant currently in existence or which may exist in the future and that this Guaranty is not accepted in lieu of Creditor's mechanic's lien, payment bond or other legal rights. This Guaranty shall remain in full force and effect with respect to all amounts due under the account of Applicant regardless of any change in the legal structure of Applicant.

The undersigned certifies that all services and products to be purchased from Creditor are being used for commercial purposes and not for family, household or personal uses. The undersigned waives any notice of non-payment, non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guarantee or surety law which would operate to impair or diminish the liability under this Guaranty. The terms of this Agreement are severable and therefore if any term is determined to be invalid, the balance of the Agreement shall remain in force. This Agreement is not assignable by Guarantor without Creditor's written consent. This Agreement contains the entire agreement of the parties and may not be modified or amended except by written agreement signed by the party against whom such modification or amendment is to be enforced.

The undersigned agree that that their liability hereunder is joint and several, with each other and with the Applicant. All obligations and liabilities of Guarantor pursuant to this Agreement shall be binding upon their heirs, personal representatives, and assigns. The undersigned have waived the right to apply for individual credit and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. The undersigned understands that Creditor may obtain consumer credit reports and other credit information on the undersigned from time to time.

IN WITNESS WHEREOF, we have signed and sealed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GUARANTORS:**

By:	By:
Printed Name:	Spouse's Printed Name:
Social Security #:	Social Security #:
Address:	Address:
City, State, Zip:	City, State, Zip: