

# Commercial Credit Application



York Materials Group, LLC  
(collectively referred to hereinafter as "YMG")  
950 Smile Way, York, PA 17404  
P: 717.718.2651 | F: 717.848.5565

Requested By: \_\_\_\_\_  
(Sales Representative)

## APPLICANT'S GENERAL INFORMATION

Company Name \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Business: LLC \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Corporation \_\_\_\_\_ LP \_\_\_\_\_ Partnership \_\_\_\_\_

Number of Years in Business \_\_\_\_\_ Fed Tax Number \_\_\_\_\_

Principal's Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ SS# \_\_\_\_\_

Principal's Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ SS# \_\_\_\_\_

## BANKING INFORMATION

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Account:  
Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Line of Credit Amount: \$ \_\_\_\_\_ Secured \_\_\_\_\_ Unsecured \_\_\_\_\_

**To the Credit Department of our Bank:** You are authorized to release all relevant information concerning our accounts to York Materials Group, LLC.

**Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

Business References: Name & Address	Phone	Fax Number (required)
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## BONDING COMPANY INFORMATION

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Have you ever filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, when? \_\_\_\_\_

Credit Amount Requested \_\_\_\_\_ Are you tax exempt? \_\_\_\_\_ Yes \_\_\_\_\_ No *Please include form*

## Notice under the Equal Credit Opportunity Act

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); Because all or part of the applicant's 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 concerning a creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

YORK MATERIALS GROUP, LLC  
(collectively referred to hereinafter as "YMG")

**Terms of Credit**

In exchange for the extension of credit by YMG to Applicant, Applicant expressly agrees that all transactions between YMG and Applicant shall be governed exclusively by the following terms of credit. These terms may not be altered by the inclusion of contradictory language on applicant's purchase order.

1. Payment is required 30 days from the date of invoice. A monthly service charge of 1.5% will be added to all amounts not paid within 30 days of the date of invoice.
2. If an attorney is used to collect any amount due, either with or without suit, or if legal proceedings are taken for the collection of any amount due, applicant shall pay, in addition to the principal and interest owing, the costs of suit, and attorney fees in the amount of 20% of the amount due including interest.
3. Applicant agrees that any dispute, controversy, or claim arising in connection with the requested credit or in connection with any goods purchased by applicant from YMG shall be decided exclusively by and in the state or federal courts sitting in Dauphin or York counties in the Commonwealth of Pennsylvania. For such purpose, applicant hereby submits to the personal jurisdiction of said courts, and waives any right to assert or move for transfer of venue to any court other than said Courts. All disputes shall be governed by and pursuant to Pennsylvania law. Applicant further agrees that any and all purchase orders submitted to YMG by Applicant shall be governed by this provision, regardless of the inclusion of any language to the contrary in such a purchase order, including but not limited to provisions concerning alternate venues or submission of disputes to alternative dispute resolution.
4. The applicant and the undersigned, whether or not signing in a representative capacity, warrant that the information contained in this application is true, complete and correct, and the undersigned have been duly authorized to execute this application.
5. It is further acknowledged and understood that the applicant has read and understands this application. It is also understood that no credit will be extended to applicant until this agreement is approved by the credit manager of York Materials Group LLC.
6. By my/our signature below, I/we authorize YMG to contact above credit references and /or obtain a credit report on me/us.
7. This application will not be approved without the signatures of all partners if applicant is a partnership, both husband and wife in the case of a sole proprietorship, and the president or vice president in the case of a corporation and the individuals executing this application warrant and represent that all required signatures have executed this application.
8. For the purpose of inducing YMG to extend credit to the applicant, the undersigned, whether or not signing in a representative capacity, hereby guarantees payment of all amounts due and owing by applicant to YMG, including costs and attorney fees described above. The undersigned waives demand, protest, notice of nonpayment, and suit against the applicant. This guaranty shall remain in full force and effect until written notice is received by certified mail that the undersigned revokes this guaranty.
9. The applicant hereby agrees and acknowledges that YMG may at any time, in YMG's sole discretion, file a ucc-1 financing statement against any of applicant's personal property, including but not limited to all accounts (including but not limited to accounts receivable), equipment, accessions, fixtures, inventory, chattel paper, instruments, investment property, documents, letter-of-credit rights, deposit accounts and general intangibles Further, applicant agrees that this credit application constitutes a "security agreement" within the meaning of the uniform commercial code in effect in the commonwealth of Pennsylvania (as the same may be amended) and that by executing and delivering this credit application, applicant has granted to YMG, as security for the credit extended by YMG, a security interest in applicant's personal property.

**I have read and agree to the above terms of credit.**

(Must be signed by all principals of company.)

**Company** \_\_\_\_\_

**When complete, fax or email to Tammy Kitzmiller:**  
**F: 717.848.5565**  
**E: tkitzmiller@stewartcompanies.com**

**Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

*Spouse Signature for Sole Proprietorship*