



528 London Rd, PO Box 362
Delaware, OH 43015

PLEASE ALLOW 24 HOURS FOR APPLICATION APPROVAL

(614) 252-0955 or (800) 845-7644
or (740) 369-7644 ext 2152

ATTN: Donna Alexander

FINANCE DEPARTMENT

FAX: (740)363-7644

CREDIT APPLICATION

Please Print Legibly

Company Name: Address: City, State, Zip: Email Address: Phone: Fax: Pager: URL:

Please select ONLY ONE category that best describes your business.

- Res. Masonry Cont. Concrete Contractor Other Retail Outlet Architect/Engineer
Com Masonry Cont. Other Contractor Home Builder Non-Resid. Builder
General Contractor Gov't/Non-Profit Design Builder Developer
Landscape Contractor Other Organization Remodeler Home Owner
Dealer Distributor Stoneskirt Other

Corporation LLC Individual Partnership
Pres. Member Indiv/Owner Partner
VP Member SSN Partner
Sec'y. Member Fed ID# Partner
Treas. Fed ID# Fed ID #
Fed ID#

years in business: Are you Sales Tax Exempt? (If yes, PLEASE attach copy of Tax Exemption Certificate for our files)

Person(s) Placing Orders:

Anticipated Monthly Purchases? Credit Limit Requested:

Detail any restrictions or requirements that should be put on your account (i.e. Require Purchase Orders, etc.):

Bank Name: Contact Person:

Location: Phone:

PLEASE LIST FOUR "TRADE" CREDIT REFERENCES:

Table with 4 columns: Name, Location, Phone Number, Fax Number. Rows 1-4.

We certify that all the above information is true and correct to the best of our knowledge. We have read and agreed to Oberfields LLC. General Terms and Conditions of Sale Agreement.

Print Name: Title:

Signature: Date:

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 use 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.

PERSONAL GUARANTY OF PAYMENT

To induce **Oberfields LLC** ("Seller"), to extend or continue to extend credit to _____ ("Buyer"), the undersigned ("Guarantor") absolutely and unconditionally guarantees the full and prompt payment when due, by acceleration, or otherwise of all indebtedness, obligations, and liabilities of Buyer to Seller, whether direct or indirect, joint or several, absolute or contingent, or now existing or hereafter created, and howsoever evidenced or secured, including all interest, costs of collection, and attorney's fees (the "Indebtedness").

Guaranty of Payment. This Personal Guaranty of Payment (this "Guaranty") is a guaranty of payment and not of collection. Therefore, Seller may insist that Guarantor pay immediately hereunder, and Seller is not required to attempt to collect first from Buyer or any other person liable for the Indebtedness. The obligations of Guarantor under this Guaranty are unconditional and absolute, regardless of the existence of any defense, setoff, or counterclaim that Buyer may assert against Seller or that Guarantor may assert against Buyer or Seller. Guarantor will accept a statement of Buyer's account, certified as correct by Seller, as a true statement of the amount due and owing to Seller by Buyer.

Continuing Guaranty. This Guaranty shall in all respects be a continuing, absolute, and unconditional guaranty, and shall remain in full force and effect (notwithstanding, without limitation, the death, incompetency, dissolution, or insolvency of Guarantor), subject to discontinuance as to Guarantor only upon actual receipt by Seller of thirty (30) days prior written notice from Guarantor of the discontinuance hereof as to Guarantor; *provided, however*, that no such notice of discontinuance shall affect or impair any of the obligations of Guarantor hereunder with respect to any and all Indebtedness existing prior to the time of actual receipt of such notice by Seller. Should there be more than one Guarantor, any such notice of discontinuance by or on behalf of any Guarantor shall not affect or impair the obligations hereunder of any other Guarantor, against whom Seller specifically reserves all right of recourse.

Credit Standing. Guarantor authorizes Seller to investigate Guarantor's personal credit standing, financial circumstances, and responsibility and authorizes and instructs all persons having information concerning Guarantor's credit standing, financial circumstances, and responsibility to release such information to Seller, its agents, its attorneys, or its employees. This includes, without limitation, authorization for Seller and its agents, attorneys, and employees to request, obtain, and use, for all purposes that Seller deems necessary, a copy of any credit bureau or consumer credit report for Guarantor at any time.

Waiver. Guarantor hereby expressly waives notice of the acceptance of this Guaranty, presentment for payment, notice of dishonor, protest, and notice of protest, and all defenses, legal or equitable, otherwise available to Guarantor, and agrees that no release, waiver, extension, renewal, or other modification of any of the Indebtedness shall affect the obligations of Guarantor hereunder. No delay on the part of Seller in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon Seller, except as expressly set forth in a writing duly signed and delivered on behalf of Seller.

Binding Effect. This Guaranty shall be binding upon Guarantor and upon Guarantor's heirs, legal representatives, successors, and assigns and shall inure to the benefit of Seller and Seller's heirs, legal representatives, successors, and assigns. If more than one party executes this Guaranty, the term "Guarantor," as used herein, shall mean all persons executing this Guaranty and each of them; and all such parties shall be jointly and severally obligated hereunder.

Governing Law. This Guaranty was delivered in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio in all respects.

Severability. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

Confession of Judgment. Guarantor hereby authorizes any attorney at law to appear in any court of record in any county in the State of Ohio, or elsewhere, where Guarantor resides, signed this Guaranty, or can be found, after the indebtedness, or any part thereof, becomes due and is unpaid, and to waive the issuance and service of process and confess judgment against Guarantor in favor of Seller for the amount then appearing due, together with interest, late charges, and the costs of suit, including collection costs, attorneys' fees, and the like, as provided for in this Guaranty, and thereupon to release all errors in said proceedings and judgments and to waive all right of appeal and stay of execution. Should there be more than one Guarantor, no judgment or judgments against less than all Guarantors shall be a bar to any subsequent judgment against those Guarantors against whom judgment has not been taken, this being a joint and several warrant of attorney to confess judgment.

WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE. (O.R.C. § 2323.13)

GUARANTOR: ..

GUARANTOR:

Signature _____

Signature _____

Print Name: _____

Print Name: _____

Social Security #: _____

Social Security #: _____

Date: _____

Date: _____

Home Address: _____

Home Address: _____

