

Midwest Integrated Companies, LLC Midwest Material Management, LLC Midwest Transfer & Logistics, LLC Tienergy, LLC

270 N. State St. PO BOX 729 Hampshire, IL 60140 Phone 847.426.6354 / Fax 847.426.0146 www.mwcompanies.com

# Credit Application and Agreement

Please indicate the types of business you will be conducting with our companies

 Dumpsters
 C&D Dump
 Heavy Equip. Hauls
 RR Tie Disposal
 Tieroc LF Material

## A. <u>APPLICANT</u>

Le	gal Business Name				
Lis	t all Trade Names, DBA's, Divisions or Subs	idiaries			
Str	reet Address		City	State	Zip
Ma	ailing Address		City	State	Zip
Ph	one Fa		Mobile Phor	ne	
En	nail				
Es	timated Annual Sales	_Accounts Payable Co	ntact		
Ac	counts Payable Email				
Es	timated Credit Required \$	No. of Employ	ees	How Long in Bus	iness
Ту	pe of Business				
B.	<b>BUSINESS INFORMATION</b>				
	Sole Proprietorship				
	Partnership Partner				
	Partner				
	Corporation/LLC President/Mem	ber			
	Vice President/Member				
	Secretary/Member				
	Treasurer/Member				
Federal Tax No. (if applicable)		Sal	_Sales Tax Exemption CertificateYesNo (if yes, enclose signed certificate or copy)		
	State Tax ID		(if yes, enclose signe	ed certificate or copy)	

#### C. BANKING INFORMATION

Bank	Branch	Phone	Fax					
Address	City	State	Zip					
Officer Contact								
Acct. No	Type of Acct							
Acct. Balance	Date of Balance							
Loan Acct. No	Type of Acct							
Maximum BalanceCurrent Available Credit								
I hereby authorize bank named above to release information	tion requested for the pu	rpose of obtaining and/o	r reviewing credit.					
D. <u>TRADE REFERENCES (Please fill out 3 re</u>	eferences)							
<u>Company Name / Contact / Address / Phone # / Fax # / Email</u>								
1								
2								
3								

The preceding and following information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Midwest Companies to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family, or household purposes.

### APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE AND FOLLOWING TERMS:

Firm Name	
Signature:	_Date:
Print Name:	Title:
Signature:	_Date:
Print Name:	Title:

CREDIT POLICY: payment must be made from invoices within 15 days. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are Net 15 days from the date of invoice. A service charge of one and a half percent (1.5% per month) or (18% per annum) or the highest legal rate, whichever is less may be assessed on delinquent invoices.

VENUE: All amounts due for purchases from Midwest Companies are payable to 270 N. State St. PO BOX 729 Hampshire, IL 60140 It is further agreed that this agreement is entered into in the State of Illinois and is governed by the laws of the State of Illinois.

CHANGE OF OWNERSHIP: I/We understand that we must notify Midwest Companies in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, court costs, bond costs, and/or costs of collection whether or not suit is filed. If any customer check shall be returned for "insufficient funds", "account closed", or "stop payment" etc. customer shall promptly pay the face value of the check plus a \$25.00 bank fee in the form of a money order or cashiers check, payable to Midwest Companies.

#### CONSENT TO OBTAIN CONSUMER CREDIT REPORT

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.

Signature\_\_\_\_\_ Date\_\_\_\_\_

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

#### PERSONAL GUARANTEE (CREDIT APPLICATION WILL NOT BE CONSIDERED WITHOUT THE PERSONAL GUARANTEE)

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Midwest Integrated Companies LLC/Midwest Material Management LLC to

the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Midwest Integrated Companies LLC/Midwest Material Management LLC the full and prompt payment by \_\_\_\_\_\_\_\_, of all obligations which Guarantor presently or hereafter may have to Midwest Integrated Companies LLC/Midwest Material Management LLC and payment when due of all sums presently or hereafter owing by Guarantor to Midwest Integrated Companies LLC/Midwest Material Management LLC Material Management LLC and payment LLC Material Management LLC Guarantor agrees to indemnify Midwest Integrated Companies LLC/Midwest Material Management LLC against any losses Midwest Integrated Companies LLC/Midwest Material Management LLC may sustain and expenses Midwest Integrated Companies LLC/Midwest

Material Management LLC may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed here under or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Midwest Integrated Companies LLC/Midwest Material Management LLC written notice of revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantor's obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in evaluation of this personal guarantee, 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.

Signature	Date	
Print Name		
Signature	Date	
Print Name		
Witness	Date	
Print Name		

Send completed application via fax to 847-426-0146 or email to: jamie@mwcompanies.com. Please mail original.