

# Harlem Valley Sand & Gravel, Inc.

138 Kent Road  
Wassaic, NY 12592

(845)373-8200

Fax (845)373-7132

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## CREDIT APPLICATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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

Tax Status: Taxable \_\_\_ Exempt \_\_\_ Resale \_\_\_\_\_ (Please provide Certificate with application)

### **CORPORATIONS** (List officers with address)

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary / Treasurer \_\_\_\_\_

### **PARTNERSHIPS** (Please List Partners with address)

1) \_\_\_\_\_

2) \_\_\_\_\_

Number of Years in business \_\_\_\_\_ Annual Sales \_\_\_\_\_ Full Time Employees \_\_\_\_\_

Federal I.D. # or Social Security # \_\_\_\_\_

Identify Type of Work engaged in: \_\_\_\_\_

Prior Trade Names: \_\_\_\_\_

Credit Amount requested: \_\_\_\_\_

### **CREDIT REFERENCES:** Firms principally buying from (at least three)

NAMES	City & State	Contact	Phone	Fax Number
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### **BANK REFERENCES:**

Name	City & State	Contact	Phone	Fax Number
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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Have you declared Bankruptcy in 10 years? \_\_\_\_\_ (if so) When \_\_\_\_\_  
Are there any unsatisfied judgments against you: \_\_\_\_\_

## **CREDIT AGREEMENT**

For and in consideration of the extension of credit for the purchase of materials or services from Harlem Valley Sand & Gravel, Inc. (referred to as HVSG below), a New York Corporation, with its principal place of business located at 138 Kent Road, Wassaic, NY 12592.

**This buyer agrees, promises, and covenants:**

1) To pay all bills as rendered by Harlem Valley Sand & Gravel, Inc. for all materials or services provided according to the following terms unless otherwise agreed to in writing:

- a) You will receive an **Invoice** when you pick up or receive your delivery from HVSG
- b) All invoices are due and payable in full within 30 days from the **Invoice Date**
- c) **Statements** are provided on the 1st and the 15th of every month (email is preferable)
- d) Accounts can be placed on C.O.D after 45 days of non-payment

2) To pay a finance charge of 1 ½% per month from original invoice date after 30 days (18% annual)

3) To Pay all costs of collection, including reasonable attorney fee's in the event any account of this buyer is referred to an attorney for collection.

4) The information on this application this true and complete. The undersigned authorizes HVSG to investigate my/our credit history, whether to obtain a consumer report or otherwise, in connection with this application for credit or later in connection with an updating of credit standing under this agreement. I understand that this credit agreement represents a continuing obligation on my behalf to revise or supplement the information herein as may become necessary by changed circumstances in my credit, in order that such information shall remain current, true, and complete.

5) HVSG shall not be responsible for damages or losses sustained by buyer from late delivery of goods. The sole and exclusive remedy of the buyer in the event the goods do not conform to HVSG's description shall be replacement of such goods within a reasonable time. Under no circumstances shall HVSG be liable for consequential damages for goods furnished to the buyer.

6) If in the opinion of HVSG, the financial condition of the buyer warrants, HVSG may at any time limit or cancel the credit of the buyer as to time and amount and as a consequence, may demand payment in cash before delivery or sale of any products.

7) All purchases in the regular course of business by any employee of the applicant shall be considered duly authorized by the applicant unless the authority to purchase is limited in writing to certain individuals and this limitation is agreed to by HVSG.

**The undersigned hereby expressly waives any and all rights, whether statutory or constitutional, He/She/It may have to a notice and hearing to the use of attachments, garnishment, or other pre-judgment remedy procedures by Harlem Valley Sand & Gravel, Inc. in the collection of accounts of the undersigned.**

Signed by \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_, 2013  
(Authorized Officer) (date) (month)

Print Name and Title: \_\_\_\_\_

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

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