

# Healy Asphalt Company, LLC

1445 Oakton Street  
Elk Grove Village, Illinois  
Ph. 847-437-0700 Fax: 847-437-0779

## Application for Credit

Customer Name and Address: \_\_\_\_\_

No. of years at address: \_\_\_\_\_ Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Ownership: Corporate \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

### Principals:

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

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

### Bank Reference:

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

### Asphalt or Trade Reference:

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

### Terms and Conditions of Credit

In consideration of buying asphalt materials on open account from Healy Asphalt Company, LLC ("Healy"), Customer agrees to pay for all monthly purchases before the end of the month following receipt of Healy's invoice with interest accruing on over due balances at the rate of 1.5% per month. Customer agrees that any dispute between Healy and Customer shall be submitted to binding arbitration under the jurisdiction of the American Arbitration Association, Construction Industry Rules or ADR Systems of America, LLC (only one arbiter), in the exclusive discretion of Healy. The exclusive venue for all arbitration proceedings shall be at the office of Healy, 1445 Oakton Street, Elk Grove Village Illinois. Customer agrees to pay all costs incurred by Healy to collect overdue balances from Customer, including arbitration, expert witness, and reasonable attorney's fees. Customer agrees to provide its purchaser with a sworn Contractor's Statement listing Healy as the supplier of asphalt and listing the value of the asphalt materials. Customer shall provide Healy, upon request, with the address and location of the job where the asphalt is being delivered and the name of the party purchasing said asphalt materials.

By \_\_\_\_\_  
Signature Date Print Name and Title

### Healy Asphalt Company LLC and Arrow Road Construction Company Personal Guarantee

In consideration of Healy permitting Customer to purchase asphalt materials on an open account basis, the undersigned personally guarantees and assumes all liability and responsibility for the payment of all Healy invoices sent to Customer, pursuant to the terms of this Application. The undersigned further agrees to be bound by all of the terms listed above to the same extent that Customer is bound thereby. In further consideration of the credit being extended to Customer, the undersigned also personally guarantees and assumes all liability and responsibility for payment of all Customer obligations on any future contract Customer enters into with Healy or Arrow Road Construction Company and agrees to be bound by all terms of such future contracts to the same extent that Customer is bound thereby. If any provision of this personal guarantee is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this personal guarantee shall remain operative and binding on Customer.

By \_\_\_\_\_  
Guarantor Signature Print guarantor name

\_\_\_\_\_  
Date Guarantor home address and cell number

Approved by John F. Healy, President \_\_\_\_\_