

**APPLICATION FOR CREDIT AND AGREEMENT AS TO CREDIT TERMS**



VCNA Prairie LLC and its Subsidiaries, Divisions and Affiliate Companies ("Prairie")  
 7601 W. 79th Street, Bridgeview, Illinois 60455 Phone: (708) 458-0400 Fax: (708) 458-0457

**Latest interim & year-end financial statements should accompany this application**

Company Name: \_\_\_\_\_ Year established \_\_\_\_\_

Address: (If P.O. Box, give street address also) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_

Company:  Sole Proprietorship  Partnership  Corporation  LLC State of Organization \_\_\_\_\_ Date Organized \_\_\_\_\_

HAVE YOU EVER OPERATED UNDER ANY OTHER NAME? YES ( ) NO ( ) Kind of Business: \_\_\_\_\_  
 If yes, give name and address: \_\_\_\_\_ State Type and Nature of Business \_\_\_\_\_

HAVE YOU EVER APPLIED FOR CREDIT WITH PRAIRIE BEFORE? YES ( ) NO ( )  
 If yes, give name and address: \_\_\_\_\_

**CREDIT LINE REQUESTED:** \_\_\_\_\_  
 INDICATE HOW YOU WOULD LIKE TO RECEIVE YOUR INVOICES /STATEMENTS

Email (address) \_\_\_\_\_ Fax# \_\_\_\_\_ Mail \_\_\_\_\_

**OWNERS/PRINCIPALS/OFFICERS**

	Name(s) Principal(s)	Title	Home Address	City, State, Zip	Home Phone #	Mobile Phone #	Social Sec. #
1.)	_____	_____	_____	_____	_____	_____	_____
2.)	_____	_____	_____	_____	_____	_____	_____
3.)	_____	_____	_____	_____	_____	_____	_____

**BANK REFERENCE**

Name: \_\_\_\_\_ Acct # \_\_\_\_\_ Officer: \_\_\_\_\_

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

**MAJOR MATERIAL SUPPLIERS**

	Name	Address	Phone #	Fax #	Contact Person
1.)	_____	_____	_____	_____	_____
2.)	_____	_____	_____	_____	_____
3.)	_____	_____	_____	_____	_____

The undersigned does hereby certify that he/she is authorized to sign this application on behalf of the Company and further certifies that the above credit information is correct and authorizes and directs the above-indicated bank and business references to verify the information and give additional information to Prairie upon request. The undersigned company has read and agrees to be bound to the terms on the reverse side of this agreement. A facsimile copy of this agreement shall be as binding as an original and shall include all the terms on the reverse side of this agreement.

**DATED:** \_\_\_\_\_ (x) \_\_\_\_\_  
 \_\_\_\_\_ SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ TITLE

**GUARANTY**

In consideration of Prairie extending to the Company credit under this application for credit and Agreement, each of the undersigned do hereby jointly and severally unconditionally personally guarantee to Prairie the full and prompt payment when due of all indebtedness, interest, attorney fees, costs and expenses incurred and other obligations of the Company to Prairie as set forth herein. In connection with this guarantee each of the undersigned hereby stipulates and agrees that (A) no action, inaction or accommodation taken or extended by Prairie with respect to Company shall in any way release such individual of his personal obligations or guarantee hereunder; (B) he hereby waives presentment, demand, protest and any notice of dishonor, non-payment or protest under this Agreement and consents without notice to any extensions of time or increase in the amount of credit given; and (C) upon the occurrence of any default by Company under this Agreement, Prairie may proceed directly against the undersigned, jointly or individually, as personal guarantor, without the necessity of first pursuing any remedies against Company. The undersigned waives all right to a jury trial and to file a counter claim and consents to jurisdiction and venue with the Cook County Circuit Court of Illinois. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred. A signed facsimile copy of this Guaranty shall be as binding as an originally signed and delivered document.

DATE	SIGNATURE (No Title)	PRINT NAME	SOCIAL SEC. #	HOME ADDRESS
_____ (X)	_____	_____	_____	_____
_____ (X)	_____	_____	_____	_____

## CREDIT TERMS

The Company requests that VCNA PRAIRIE LLC, a Delaware limited liability company, its subsidiaries, divisions and affiliates, heirs and assigns (Hereinafter collectively referred to as "PRAIRIE"), sell material(s) on account to a limit solely determined by PRAIRIE, in consideration of which the Company and PRAIRIE agree as follows:

The Company shall pay the full amount of any outstanding balance shown on its material invoice within thirty (30) days of the invoice date. Should payment not be received by PRAIRIE according to the credit terms stated, the entire balance is considered in default and due for immediate payment. The Company agrees to pay a finance charge on the outstanding balance for which payment has not been received according to terms stated. The finance charge shall be a minimum of 1.5% per month (18% per annum) of the Company's outstanding past due balance after deducting current payments and credits, and shall become part of the Company's outstanding balance. PRAIRIE may change the finance rate by giving the Company 30 day's prior written notice. The new finance rate shall apply only to the balance on the account 30 days from the date of said notice. In the event the finance rate violates any applicable law, then the finance rate shall be automatically reduced to the highest rate permitted by that law. The Company agrees to pay PRAIRIE a reasonable processing fee to cover any check returned by the Company's bank as unpaid.

PRAIRIE may agree to increase the amount of credit extended from time to time by merely allowing the Company increased credit to cover unpaid purchases. PRAIRIE may also terminate credit at any time if it determines itself insecure or the Company is in default under this agreement. The Company authorizes PRAIRIE to make whatever credit investigation it feels is proper to evaluate the Company's credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that PRAIRIE believes The Company is or has done business with.

The Company agrees to disclose to its customers the identity of PRAIRIE as a supplier of the material covered hereby. Additionally, the Company shall promptly provide to PRAIRIE, upon request, all pertinent information with regard to any job in which the materials have been or will be incorporated, including, without limitation, the location of such job, the name of the party with whom the Company is dealing, the name of the owner of the real property involved, the names of the general contractor, lending institution and/or banks involved in said job, and such other information as PRAIRIE may reasonably request.

The Company acknowledges that it has special skill and knowledge in the selection and use of the materials to be purchased from PRAIRIE and expressly disclaims any reliance upon any statements or representations made or to be made by PRAIRIE. The Company also releases PRAIRIE for any reason whatsoever from any direct, special or consequential damages the Company may suffer. In the event any liability is imposed on PRAIRIE, said liability shall not exceed the contract price for the material purchased.

If the Company fails to pay pursuant to the terms of this Agreement and PRAIRIE elects to take legal action to collect this account, the Company shall pay all costs incurred by PRAIRIE including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, bond costs and all expenses incurred as a result of the enforcement of this agreement. Jurisdiction and venue for any matter in dispute shall be in the Circuit Court of Cook County, State of Illinois or any other county as PRAIRIE shall elect. The undersigned hereby waives any right to a jury trial, any right to file a counter-claim in any action to enforce this agreement and any Homestead Rights which they may have that would interfere with the enforcement of this Agreement. The Company hereby assigns and pledges to Seller as security for any indebtedness incurred or to be incurred to PRAIRIE under this account, all of the Company's presently owned and existing or hereinafter acquired and arising accounts, accounts receivable, contract rights, claims, general intangibles, chattel paper, office furniture, equipment, inventory and all proceeds of the foregoing collateral. The Company hereby grants a security interest to PRAIRIE and appoints any representative of PRAIRIE as its attorney-in-fact to sign and/or file a UCC Financing statement to perfect their security interest.

The Company authorizes any of its employees to order materials on its behalf. In the event the Company directs PRAIRIE to deliver any materials and the Company does not have a representative present at the time of delivery, the Company authorizes PRAIRIE to leave the material at the designated place of delivery. Upon said delivery, the Company will be responsible for said material. The use of the Company's purchase order or purchase order numbers is for the Company's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the materials purchased from PRAIRIE.

If the Company is not a corporation or there is a change in ownership of the Company's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business.

The Company agrees to inspect all materials immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Company also agrees to examine all delivery tickets and invoices upon receipt. Unless the Company gives PRAIRIE written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery, the Company waives any claim he may have against PRAIRIE for any determinable deficiency or defect in said delivery of material and any objection he may have to the amount of the invoice. No purchase may be returned to PRAIRIE without PRAIRIE'S prior approval.

PRAIRIE'S failure to strictly enforce any provision and/or the invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse the Company from strict performance. The rights of the parties shall be hereby governed exclusively by the provisions, terms and conditions thereof. Time is of the essence of this agreement. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or are a condition precedent or subsequent to the enforcement of this agreement, and that this agreement may not be modified except by a writing signed by each of the parties.