

CUST # \_\_\_\_\_  
MARCOS USE ONLY



RETURN COMPLETED  
AND SIGNED APPLICATION TO:  
824 S. Kingshighway  
Cape Girardeau, MO 63703  
FAX: 877-690-4074  
EMAIL: tmarchi@marcocp.com

### CREDIT APPLICATION

(ALL INFORMATION MUST BE PROVIDED. PLEASE TYPE OR PRINT IN INK.)

SEE REVERSE SIDE FOR IMPORTANT TERMS. SIGNATURE(S) REQUIRED.

DATE: \_\_\_\_\_

BY

NAME OF APPLICANT \_\_\_\_\_ TRADE NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_ YEARS AT THIS ADDRESS \_\_\_\_\_ SOCIAL SECURITY NO. OR FEDERAL I.D. NO. \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ CONTACT NAME \_\_\_\_\_ FAX NO. \_\_\_\_\_

OWNERSHIP  Corporation  Partnership  Individual

Date of Incorporation \_\_\_\_\_ Incorporated in What State? \_\_\_\_\_

NAME(S) OF PRINCIPAL(S) \_\_\_\_\_ SOCIAL SECURITY NO(S) \_\_\_\_\_ RESIDENCE ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

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### BUSINESS HISTORY

1. Have you or any of the principals or owners of your corporation, partnership or business done business under any other corporation, partnership or business names in the previous ten (10) years?

Yes\*  No

2. Has your corporation, partnership or business been defendant in any lawsuit in the past ten (10) years? Or have you or any principals been sued individually for business related activity?

Yes\*  No

3. Have bankruptcy proceedings been filed on behalf of you or your current corporation, partnership or business named in question one (1) of this section in the previous ten (10) years?

Yes\*  No

*\*If yes, you will be asked to fill out a supplemental questionnaire before credit is granted.*

### GENERAL INFORMATION

Line of Credit Requested \$ \_\_\_\_\_ \* Purchase Order Required? \_\_\_\_\_

\*Maximum Credit \$25,000.00; minimum Credit \$1,000.00 unless higher figure is specified.

Nature of Business \_\_\_\_\_ Sales/Use Tax I.D. NO. \_\_\_\_\_

### BUSINESS REFERENCES

NAME OF SUPPLIER \_\_\_\_\_ CITY/STATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_ DATE ACCOUNT OPENED \_\_\_\_\_

SUPPLIERS WITH OPEN ACCOUNTS

NAME OF SUPPLIER \_\_\_\_\_ CITY/STATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_ DATE ACCOUNT OPENED \_\_\_\_\_

NAME OF SUPPLIER \_\_\_\_\_ CITY/STATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_ DATE ACCOUNT OPENED \_\_\_\_\_

### BANK REFERENCES

ACCOUNT NO. \_\_\_\_\_ NAME & CITY \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**CREDIT TERMS**

I/We hereby make application for an account with Marco Construction Products, LLC on the following terms: All accounts shall be paid in full net 28 days. Delinquent accounts will be charged a service charge per month (12% or the maximum allowed by law) on the outstanding balance. Applicant agrees that any and all legal disputes arising out of any purchases or rentals of products from Marco Construction Products, LLC, including, but not limited to, an action for collection on a delinquent account, actions relating to failures to return the equipment promptly and/or damages to the equipment shall be governed by the law of the State of Missouri and the applicant further agrees that any and all legal action relating to transactions between the applicant and Marco Construction Products, LLC may be brought in the Circuit Court for the County of Cape Girardeau, Missouri and the applicant consents and submits to the jurisdiction and venue in said courts. The applicant further agrees and understands that should Marco Construction Products, LLC require the retention of any attorney to pursue any and all legal action, that applicant will agree to pay all court costs, expenses, and a reasonable attorney fee for any and all legal action necessitated by applicants conduct either individually or by and through applicant's business corporation and its various employees, agents, or servants. I/We represent and warrant that all of the above statements are true at the date shown. I/We authorize Marco Construction Products, LLC to make any credit inquiries deemed necessary to process this application and continue to grant credit. Marco Construction Products, LLC may exchange credit experiences on this account with other creditors and credit reporting agencies. By signature hereon I/we acknowledge that the undersigned has read and understood the above and that the terms are acceptable. I/we understand that Marco Construction Products, LLC may terminate the granting of credit at any time for any reason without notice or liability.

APPLICANT (PLEASE PRINT or TYPE)

X  
SIGNATURE AND TITLE

DATE

**SECURITY AGREEMENT**

The security agreement and any Financing Statements are an integral part of this Credit Application and must be signed and completed in order that credit may be extended. For valuable consideration, and for goods, products and services sold or otherwise transferred to the undersigned ("Applicant"), Applicant hereby grants to Marco Construction Products, LLC a security interest in all goods and products sold or otherwise transferred or to be sold or otherwise transferred in the future to Applicant by Marco Construction Products, LLC including proceeds therefrom and Applicant hereby grants to Marco Construction Products, LLC a security interest in and to all documents, accounts, receivables, intangibles and contact rights of the Applicant and the proceeds therefrom ("the Collateral").

Applicant warrants and further agrees that (1) Applicant shall make due and timely payments of all amounts owed to Marco Construction Products, LLC as evidenced by Marco Construction Products, LLC invoices, (2) Applicant shall execute and deliver to Marco Construction Products, LLC UCC-1 forms, upon request, (3) Applicant shall release, hold harmless and indemnify Marco Construction Products, LLC from any claims, causes of action and demands that may at any time arise out of or in connection with this agreement, any indebtedness secured hereby, and any actions taken or omitted to be taken by Marco Construction Products, LLC with respect thereto, (4) Applicant shall remain financially solvent and free of bankruptcy proceedings so long as any outstanding credit balance is owed by Applicant to Marco Construction Products, LLC. Applicant irrevocably designates and appoints Marco Construction Products, LLC as its true and lawful attorney-in-fact for the purpose of executing and filing all documents on behalf of Applicant to perfect Marco Construction Products, LLC security interest.

In the event of a default, Marco Construction Products, LLC shall have all rights and remedies of a secured party under the Uniform Commercial Code then in force in the State of Missouri and under any other applicable statutes, laws or rules in any jurisdiction in which enforcement is sought. Marco Construction Products, LLC may enter upon any premises of Applicant in which the collateral is located and, without resistance or interference by Applicant, take possession of the collateral. Marco Construction Products, LLC may dispose of all or any part of the Collateral on any premises of Applicant in any commercially reasonable manner with or without prior notice to the Applicant any such notice being hereby waived by Applicant

IN WITNESS OF WHEREOF, the undersigned has executed this Security Agreement as of \_\_\_\_\_

APPLICANT

BY

**PERSONAL GUARANTY**

In consideration of Marco Construction Products, LLC agreeing to extend credit to the applicant, the undersigned hereby unconditionally and personally guarantees the prompt payment in full of all charges incurred by the applicant plus any and all other sums (including interest, collection costs and attorney fees) which may be due from the applicant hereunder. The undersigned further waives all notice of non-payment by the applicant and expressly grants Marco Construction Products, LLC the right to proceed first against the undersigned before proceeding against the applicant or any collateral pledged as additional security for any debt secured by this guaranty. Marco Construction Products, LLC may compromise, alter the terms of or extend further credit to the applicant without notice to the undersigned without affecting the liability of the undersigned hereunder. It is further understood that this personal guaranty shall be relied on by Marco Construction Products, LLC in making the decision to extend credit to the applicant and that this is a continuing guaranty which shall remain binding on the undersigned, his/her estate, heirs, personal representatives and assigns until such time as the undersigned notifies Marco Construction Products, LLC in writing of its revocation. The undersigned agrees that the law of the State of Missouri shall govern this guaranty and hereby consents and submits to the jurisdiction in the Circuit Court for the City of Jackson, Missouri, or the Circuit Court of Cape Girardeau County, Missouri, as designated by Marco Construction Products, LLC for purposes of any legal action brought on this guaranty and further authorizes Marco Construction Products, LLC to obtain personal credit information, concerning the undersigned, if it deems the same necessary in processing this application or continuing to grant credit to the applicant.

GUARANTOR'S SIGNATURE

DATE

CO-GUARANTOR'S SIGNATURE

DATE

ADDRESS

PHONE

ADDRESS

PHONE

SOC. SEC. NO.

DRIVER LICENSE NO or  
CREDIT CARD NO.

SOC. SEC. NO.

DRIVER LICENSE NO or  
CREDIT CARD NO.