



200 Morgan Avenue  
 Brooklyn, NY 11237  
 P 718-246-4444  
 F 718-246-1111

**Business Information**

Name of Business: \_\_\_\_\_

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

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

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

Accounts Payable Name \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Description of Business**

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Business Structure: Proprietorship  Partnership  Corporation  LLC  Are you tax exempt? YES  NO

If yes, please provide Tax Exempt Form

**Company Principals Responsible for Business Transactions**

Full Name	Title	Phone	SS#	Address

**Bank References**

Name of Bank \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_ Checking # \_\_\_\_\_

**Trade References**

Company Name _____	Contact Name _____	Phone Number: _____
Company Name _____	Contact Name _____	Phone Number: _____
Company Name _____	Contact Name _____	Phone Number: _____

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_  
 Date \_\_\_\_\_



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## PERSONAL GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, and to induce Gotham Ready Mix LLC ("Seller") and its successors and assigns, at any time or from time to time, to provide credit to and/or to sell goods, materials, or supplies ("Materials") on credit to Purchaser, the undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) the payment of any and all bills, invoices and purchase orders for Materials sold by the Seller to the Purchaser.

Whereby it is acknowledged that the Seller would not sell Materials to Purchaser unless the Guarantor(s) named herein executes a personal guaranty and guaranties the payment to Seller for any Materials sold to Purchaser.

This is a continuing guarantee and shall cover and apply to all transactions entered between Purchaser and Seller prior to receipt by the Seller of a written notice of the termination of this guarantee by any of the undersigned, but no such termination shall affect any obligations of any of the undersigned pursuant to this guarantee existing until such notice is actually received by the Seller and any termination by one of the undersigned shall not affect continuing obligations hereunder of such of the undersigned as do not give such notice of termination.

The undersigned expressly agrees that this guarantee shall be in no way affected by any extensions of time to make payment and/or the acceptance by the Seller of bills, checks and other instruments for the payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all defenses in the nature thereof and agrees that the Seller may deal with the Purchaser in such manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned. In addition, if the Purchaser is unable to pay for the merchandise sold by the Seller, the Seller may bring immediate suit on this guarantee against the guarantor or guarantors without exhausting its remedies against the Purchaser and without first giving notice of the Purchaser's failure to pay.

The undersigned may at any time terminate this guarantee by giving ten (10) days' notice in writing to the Seller located at 200 Morgan Avenue, Brooklyn, NY11237 or at any address provided to Purchaser and Guarantor by Seller, whereupon liability of the undersigned shall terminate as to the deliveries made subsequent to the expiration of said ten (10) day period. It shall nevertheless continue in full force as to all deliveries made at or prior to the expiration of said ten (10) day period.

It is further agreed that this guarantee shall continue notwithstanding any change in organization, corporate or limited liability company setup or partnership change unless the Seller receives notice of such change at least five (5) days prior to delivery of any Materials and that this guarantee shall be binding upon the heirs, personal representatives, estates, successors and assigns of each of the undersigned.

The undersigned shall be responsible individually as a guarantor or guarantors to the extent of any balances owed to the Seller. This Guaranty shall not be affected or discharged by the death or the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Purchaser. This guarantee is enforceable against the undersigned guarantor and/or guarantors whether or not the signatures are witnessed.

This guaranty constitutes the entire agreement between Seller and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Seller of any provision hereof in one instance shall not constitute a waiver as to any other instance. The undersigned authorizes Seller, now or at any time in the future, to obtain credit reports, bank references or any other information necessary to determine the creditworthiness of the undersigned.

**IMPORTANT: THIS AGREEMENT CREATES SPECIFIC LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING THIS GUARANTY, YOU COMPLETELY AGREE TO ITS TERMS.**

In Witness Whereof, the undersigned Guarantor(s) has/have executed this Guaranty.

GUARANTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_



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## STANDARD TERMS AND CONDITIONS

By execution and delivery of this Credit Application, Purchaser acknowledges and agrees that the following materials terms and conditions shall apply to any sale of materials by Purchaser to Seller, and are hereby incorporated into any future purchase-sale agreement. These terms and conditions are in addition to any further terms and conditions that Seller may deliver to Purchaser contained in, accompanying or appurtenant to an invoice or delivery ticket, which are also material terms of any purchase-sale agreement between Purchaser and Seller. These terms and conditions may only be waived or modified by a writing signed by Purchaser and Seller.

- 1. ACCESS AND DELIVERY.** Purchaser agrees to provide safe access and right of entry to the premises where Seller will deliver material. Purchaser is responsible for obtaining any necessary permits or permission from any property owners for access and use of their property. Purchaser is responsible for directing Seller's driver as to the point of discharge and for the handling and manipulation of the chute and dispensing mechanism after assembly by Seller's driver.
- 2. PAYMENT TERMS.** Purchaser agrees to pay Seller the full amount of any invoice within thirty (30) days of receipt. Any account not paid within that period will be considered overdue and subject to a 1.5% monthly finance charge (18% APR), which will be added to said account. In the event Seller commences a legal action or pursues a claim of any kind or any collection effort against Purchaser for an unpaid invoice or portion of same (collectively "Claim"), the Purchaser agrees that it shall owe Seller, in addition to the account balance (including finance charges), all collection costs, including without limitation court costs, reasonable attorneys' fees, and any other reasonable expenses in connection with Seller's pursuit of a Claim.
- 3. INDEMNIFICATION.** Purchaser hereby agrees to indemnify and hold Seller, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, and employees (collectively "Seller Parties") harmless from, against and for all third-party losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Third-Party Claims") that are caused by the negligence, willful misconduct or breach of these terms and conditions by the Purchaser or the Purchaser's employees, agents, sub-consultants, or anyone acting by, though, on behalf of, or under the Purchaser; provided, however, that Purchaser's indemnification obligations do not apply to the extent any Third-Party Claim is caused by the negligence of any party that would otherwise be indemnified by Purchaser.
- 4. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES.** Any claim asserted by Purchaser against Seller for damages, cost of defense, or expenses which the Seller asserts or may assert against Purchaser in connection with any sale by Seller to Purchaser shall be limited to the purchase price of the subject sale(s). Seller shall not be liable to Purchaser for indirect, special, incidental and/or consequential damages, including without limitation lost profits or damages resulting from business interruption, whether based in warranty, contract, tort or any other legal theory, and whether or not advised of the possibility of such damages. Seller shall not be liable to Purchaser for lost profits of any nature or character.
- 5. VENUE AND GOVERNING LAW.** Any claims, actions, controversies, or disputes of any nature concerning or relating to sales by Seller to Purchaser shall be brought in a court of competent jurisdiction located in Queens County or Kings County, New York. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, proceeding, or the like in any other venue, jurisdiction or location. Any purchase-sale agreement between Purchaser and Seller shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law rules.

Purchaser Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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