



**BUSINESS OWNER NAMES: (Full, Legal Names)**

---

---

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

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

Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

**BANK REFERENCES**

---

---

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Account:  Checking  Savings Balance: \$ \_\_\_\_\_ Line of Credit

**INDUSTRY REFERENCES**

---

---

List only Material Suppliers with whom you have an active account excluding credit card merchants.

Material Supplier Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Material Supplier Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Material Supplier Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**Pricing Confidentiality Agreement:** As a Hedberg Customer, I agree to keep the pricing of all Hedberg products or services confidential and will not share or disclose the pricing I obtain with other contractors or customers.

**Payment Terms:** All invoices are due within 30 days from invoice date. Invoices not paid within approved payment terms will accrue finance charges at the rate of 1 1/2% per month (18% annually) or the maximum allowed by law. **Any special terms for pricing or extended payment terms must be approved in writing with the placement of the order, prior to shipment of the materials. All customers paying by credit card will be assessed with a 2.5% credit card fee.**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Hedberg Credit Terms**

Payment Terms: All invoices are due within 30 days from invoice date. Invoices not paid within approved payments terms will accrue finance charges at the rate of 1 1/2% per month (18% annually) or the maximum allowable by law. Any special terms for pricing or extended payment terms must be approved in writing with the placement of the order, prior to shipment of the material(s).

I certify that all information on this application is true and correct and that I (we) fully understand HEDBERG AGGREGATES, INC's., credit terms. In consideration for the extension of credit, I (we) agree to pay any and all invoices within the terms as stated. I (we) understand that HEDBERG AGGREGATES, INC., reserves the right to limit or stop selling me (us) materials, even though the credit limit has not been reached, if I (we) do not comply with the credit terms or in any other way violate the terms of this credit agreement. I (we) agree to pay finance charges, costs and expenses or any other costs of collection, including attorney's fees relating to the collection or attempts therefore for any amounts owed to HEDBERG AGGREGATES, INC. To Secure payment for all purchases from HEDBERG AGGREGATES, INC., now and in the future. Debtor hereby grants HEDBERG AGGREGATES, INC., a continuing security interest in all of Debtor's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all precedes and all support obligations thereof.

If I (we) default in the payment of any such debt for materials and/or extensions of credit, I (we) agree to pay to HEDBERG AGGREGATES, INC or its assigned on its demand the amount due in legal tender of the United States, without deduction for any claim, setoff, or counterclaim.

**1. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED, THE GOODS SOLD ARE SOLD ON AN "AS IS", "WITH ALL FAULTS" BASIS.**

2. Any claims of buyer must be brought within one year of the date of delivery and the buyer may not receive consequential damages. The remedies of the buyer are limited to repair of the goods or replacement of the goods, at the seller's option.

3. Buyer agrees all court claims against seller must be brought exclusively in Hennepin County, State of Minnesota.

4. The terms of the credit application shall govern all transactions between the parties, notwithstanding any terms contained in buyer's purchase order or other documents.

5. Buyer agrees that all sales are expressly conditioned on buyer's assent to the terms of this Credit Application and seller expressly limits acceptance of any offer of buyer to the terms of this Credit Application.

I (we) hereby authorize you to verify information on me/us, including requesting reports from credit reporting agencies or others who supply information on credit history. I further understand that information requested may be on my personal credit history. It will be the sole discretion of HEDBERG AGGREGATES, INC. whether to extend credit to me/us after review of this application process.

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

Application must be signed by business owner or officer of the company who have written authority.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

If there is more than one owner or partner all business owners or partners must sign

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Personal and Continuing Guarantee

I (we) "Guarantor(s)" personally guarantee full payment of the account(s) with HEDBERG AGGREGATES, INC. I (we) agree to pay all the amounts advanced or to be advanced in the future, together with interest, finance charges, any costs of collection, including attorney's fees or any other expenses incurred in collection or attempting to collect or compromising any indebtedness guaranteed hereunder of **(Business Name)**\_\_\_\_\_

I (we) hereby acknowledge that HEDBERG AGGREGATES, INC is and will be acting in reliance on this guarantee

Without further authorization from Guarantor HEDBERG AGGREGATES, INC., may grant and extend credit for goods and materials furnished on this account with HEDBERG AGGREGATES, INC., from time to time. With or without notice to Guarantor, HEDBERG AGGREGATES, INC., may alter, compromise, accelerate, extend, or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon or add or release any one or more manner guarantors without impairing the validity of this guaranty. No exercise or non-exercise by HEDBERG AGGREGATES, INC., of any right, change, impairment or suspension of any right or remedy of HEDBERG AGGREGATES, INC., shall in any way affect any of Guarantor's obligations or give Guarantor(s) any recourse against HEDBERG AGGREGATES, INC., its officers, agents or its assigned.

If legal action is taken to enforce this guaranty or any provisions of it such action may be maintained alone or joined with any action or other proceeding to enforce obligations to HEDBERG AGGREGATES, INC., at HEDBERG AGGREGATES, INC's., discretion.

To secure all of Guarantor(s) debts to HEDBERG AGGREGATES, INC., Guarantor(s) hereby grant HEDBERG AGGREGATES, INC a security interest in all Guarantor(s)'s now or hereafter acquired: (a) accounts receivable, notes receivable, documents, instruments, investment property, letter-of-credit rights, letters of credit, chattel papers, general intangibles, other rights to payment, deposit accounts, money, insurance proceeds, patents, patent applications, trademark applications, copyrights, copyright

This is a continuing guaranty. This Continuing Personal Guarantee shall remain in full force until 10 days after Guarantor delivers to HEDBERG AGGREGATES, INC written notice by certified mail notice of revocations of the Personal and Continuing Guarantee. Such revocation shall not affect any of Guarantor's obligations hereunder with respect to all indebtedness previously incurred. The revocation of the Personal and Continuing Guarantee by the Guarantor may result in the suspension of further or continuing extension of credit to the Business named herein.

This agreement shall inure to the benefit of HEDBERG AGGREGATES, INC., its successors and assigns and be binding upon Guarantor's legal representatives, successors, and assigns.

PERSONAL GUARANTOR:

Signed:\_\_\_\_\_

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

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

PERSONAL GUARANTOR:

Signed:\_\_\_\_\_

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

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