



Beverly Materials, L.L.C.

Allied Asphalt Paving Company • Beverly Materials, L.L.C.
1100 Brandt Drive, Hoffman Estates, IL 60192 • Phone: (847) 695-9300 • Fax: (847) 783-0032 • Email: SKasper@Plote.com

CREDIT APPLICATION

Business Name:		Email Address:	
Address:			
City:	State:	Zip:	
Telephone No:	Fax No:	Cell No:	
Years in Business		Number of Employees	
Requested Line of Credit		FEIN #	

OWNER(S)/PARTNERS/OFFICERS/MEMBERS/MANAGERS OF THIS BUSINESS

Name:		Title:	
Home Address:			
City:	State:	Zip:	
Previous Address (If less than 3 years at above address)			
City:	State:	Zip:	

Name:		Title:	
Home Address:			
City:	State:	Zip:	
Previous Address (If less than 3 years at above address):			
City:	State:	Zip:	

BANK REFERENCES

Bank Name:	Address:		
	City:	State:	Zip:
	Phone No.	Fax No.	
Type of Account:	Account No:		

Bank Name:	Address:		
	City:	State:	Zip:
	Phone No.	Fax No.	
Type of Account:	Account No:		

TRADE CREDIT REFERENCES

Business Name:		Business Name:		Business Name:	
Address:		Address:		Address:	
City:		City:		City:	
State:	Zip:	State:	Zip:	State:	Zip:
Phone No:		Phone No:		Phone No:	
Fax No:		Fax No:		Fax No:	

1. **Terms:** Net 30 days based on invoice date.
2. **Finance charge:** 1 ½% per month will be added to any invoice after 60 days.
3. All accounts will be subject to review for possible lien action when invoices remain unpaid after 45 days. When appropriate, we will send lien notice prior to the 90 day limit or automatically put accounts on C.O.D. when invoices and finance charges go unpaid after 90 days.
4. Sales tax must be charged on all purchases until a valid tax exemption certificate is on file in our office. **PRIOR TO THE PURCHASE OF MATERIALS, PLEASE PROVIDE THE TAX EXEMPT CERTIFICATE FOR ALL TAX EXEMPT JOBS.** This will eliminate the tax from being charged on your invoices.
5. All collection fees and costs including attorney fees on overdue accounts are payable by the customer.
6. For billing purposes, please instruct all drivers (whether your own or contract haulers) to provide project name, your customer's name and location destination.
7. If a check is returned from the bank for non-sufficient funds, you will be responsible for the \$50.00 NSF fee for each check. **PAYMENT MUST BE MADE ON THE NSF CHECK WITHIN SEVEN (7) DAYS OF NOTIFICATION EITHER WITH CASH, CASHIER'S CHECK OR A MONEY ORDER.** If payment has not been made after (7) days, it will be given to our attorney.

Please have an officer of your company sign and return this form to acknowledge that it has been received and that the payment conditions have been accepted.

ACCEPTED BY: _____
Signature

Printed Name: _____

Title: _____ Date: _____



Beverly Materials L.L.C.

I/We authorize Allied Asphalt Paving Company, and/or, Beverly Materials, L.L.C. to obtain any information (credit references, banking, etc) required concerning the application and statement hereon. I/WE herby affirm that the information given for the purpose of obtaining credit is true and correct. Should credit be granted, the undersigned hereby guarantees payment of all present and future debts, owing from time to time to Allied Asphalt Paving Company, and/or, Beverly Materials, L.L.C. Furthermore, this application is made with the understanding and agreement that all charges will be DUE AND PAYABLE 30 DAYS FROM DATE OF INVOICE. I/We acknowledge that I/We have read and understand the above terms. In the event of default payment, I/We agree to pay the maximum legal rate of interest; and in case of suit, I/We agree to pay attorney's fees incurred by Allied Asphalt Paving Company, and/or, Beverly Materials, L.L.C. as well as costs incident thereto.

Date: _____
Signature

Company Name: _____ Title: _____

**(MUST BE SIGNED BY THE PRESIDENT OR VICE PRESIDENT FOR THE CORPORATION;
PARTNER FOR PARTNERSHIP OR MEMBER/MANAGER OF A LIMITED LIABILTY
COMPANY)**





GUARANTY



Beverly Materials L.L.C.

Date: _____

TO: XX Plote Construction Inc.
XX Allied Asphalt Paving Company
XX Beverly Materials, LLC

In consideration of the further extension of credit granted by any one or more of the above identified material

Suppliers to _____ (Name of Account) and being financially interested therein, I hereby personally, individually and unconditionally guarantee payment of whatever amount which at any time shall be owing to any such Supplier on account of construction materials, sold, delivered, and/or services rendered, whether such indebtedness is incurred before or after the date hereof. This is a continuing guarantee related to any indebtedness, including that arising under successive transactions, which shall either continue the indebtedness or from time to time renew it after it has been satisfied, and this guarantee shall be perpetual as to any indebtedness, incurred before written notice is received by the Supplier granting such extension of credit or to which an indebtedness is then owed, that I am unwilling thereafter to guarantee any additional indebtedness on this account and the Supplier has acknowledged receipt of the same and the cancellation of such guarantee shall be related only to transactions occurring thereafter. The amount currently due is set forth on the statement/invoice(s) attached hereto.

On behalf of _____ (Name of Account) I agree that reasonable attorney's fees and costs as well as finance charges as set forth below shall be added to the amount due. As Guarantor I hereby waive notice as to the amount of the balance of the account and further I understand that a finance charge of one and one-half (1-1/2%) percent per month computed upon the unpaid balance of such account from and after sixty (60) days from date of invoice for such materials purchased, respectively (but limited to the maximum rate then permitted by applicable law) will be applied to any such balance outstanding, plus reasonable attorney's fees and costs incurred in the collection of any sums due the Supplier which are herein guaranteed. I agree to pay, and I personally guarantee payment of, any and all such sums.

Dated: _____

Printed Name: _____

Relationship to Company: _____

Signature: _____



**CLEAN CONSTRUCTION DEBRIS FILL
ACCEPTANCE AGREEMENT
ALLIED ASPHALT PAVING COMPANY
BEVERLY MATERIALS, L.L.C.**

This Agreement (“Agreement”) is made by and between Allied Asphalt Paving Company (“Allied”) and/or Beverly Materials, L.L.C. (“Beverly”), 1100 Brandt Drive, Hoffman Estates, Illinois 60192 and (“Customer”).

Whereas, Customer will be engaged at a project located at the site described in Exhibit A attached hereto, (the “Site”).

Whereas, in connection with the project, fill material will be removed from the Site (“Fill Material”) BUT NOT areas or materials set forth on the attached Excluded Area/Material Description form and Customer desire to place the Fill Material at one or more of Allied’s Facilities located in Bartlett, Franklin Park, West Chicago and/or Huntley, Illinois (“Facility” or “Facilities”) and/or Beverly’s Quarry located at Beverly and Higgins Roads, Hoffman Estates/East Dundee, Illinois (“Facility” or “Facilities”).

Whereas, material accepted by Allied and/or Beverly will be used as fill. In order to accept Fill Material at its Facilities, the Fill material must be “clean construction or demolition debris” as defined in 415 Illinois Compiled Statutes 5/3.78a: “Clean construction or demolition debris” means uncontaminated broken concrete without protruding metal bars, bricks, rock stone, reclaimed asphalt pavement, or dirt or sand generated from construction or demolition activities.”

Whereas, Fill Material from the Site consists of the material identified in Exhibit A attached hereto.

Whereas, Customer requires aggregates for the Project and will purchase all aggregates from one or more of Allied and/or Beverly Facilities in accordance with a purchase order(s).

Now, therefore in consideration of the above and the mutual covenants and agreements below, Allied and/or Beverly and Customer agree as follows:

Fill Material Acceptance Terms and Conditions

1. Customer shall not transport any material to any Allied and/or Beverly Facility other than the Fill Material from the Site unless transport of such other material is authorized pursuant to this Agreement or a separate fill acceptance agreement. Customer agrees to provide Allied and/or Beverly with copies of waste manifests evidencing that any material from the Site excluded by Allied and/or Beverly or not qualifying as Fill Material has been properly disposed of by Customer.

2. Customer represents and warrants that the Fill Material to be shipped from the Site satisfies the definition of clean construction or demolition debris contained in 415 Illinois Compiled Statutes 5/3.78a, and is not subject to any federal, state or local treatment or remedial requirements or disposal restrictions. Customer represents and warrants that the Fill Material from the Site does not contain and will not release Hazardous Materials in quantities that would require investigation, monitoring, clean-up, containment, restoration, removal, governmental notification, or other remedial work under any applicable federal, state, or local law or regulation. The term “Hazardous Materials” means any hazardous or toxic substance, material or waste which is regulated by any governmental authority of the State of Illinois or the United States government, including without limitation, any material or substance which (i) is defined or listed as a “hazardous material”, “toxic pollutant”, “hazardous waste”, “hazardous substance” or “hazardous pollutant,” under applicable federal, state or local law or administrative codes promulgated thereunder, (ii) contains hydrocarbons of any kind, nature or description, including, but not limited to, gas, oil, or similar petroleum products, other than reclaimed asphalt pavement, (iii) contains asbestos, (iv) contains PCBs or (v) contains radioactive materials.

3. Customer agrees to release, indemnify, defend and hold Allied and/or Beverly and its officers, employees and agents harmless from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act (or RCRA); the Toxic Substances Contract Act; the Federal Water Pollution Control Act; and any state counterparts or extensions of the foregoing), including, without limitation, payment of reasonable attorney’s fees and expenses, to the extent arising from, incidental to or connected with one or more of the following:

- (a) any claim of death, injury or damage to persons or property or claim of breach of any requirement imposed by

any state, federal or local governmental authority, whether Judicial, administrative or legislative, arising out of, incidental to, or connected with Customer's or Customer's agents' or employees' acts, omissions or deposits of Fill Material or connected with the presence of Customer's trucks, or trucks under hire to Customer, on Allied and/or Beverly's premises;

(b) any breach of any representation, warranty, covenant or certification made by Customer to Allied and/or Beverly;

(c) Customer's negligent or intentional acts, omissions and breaches of duty;

(d) any investigation or monitoring of site conditions or any clean-up containment, restoration, removal or other remedial work required under any applicable federal, state or local law, by any judicial order or by any governmental entity arising out of, incidental to or connected with Customer's acts, omissions or deposits of Fill Material.

4. The warranties, representation, guarantees, and indemnities set forth herein shall survive and continue in full force and effect so long as the Fill Material is present at the Allied and/or Beverly site.

Fill Material Handling, Inspection and Placement

5. Customer will be provided with a numbered series of Fill Material Tickets for Customer's use in connection with this Agreement. Customer shall not permit use of the Fill Material Tickets for any purpose other than transportation of Fill Material from the Site pursuant to this Agreement. Customer shall not release Fill Material Tickets to any persons other than as necessary in connection with this Agreement and shall return any unused tickets to Allied and/or Beverly.

6. All loads will be subject to inspection by Allied and/or Beverly personnel prior to placement of the Fill Material and no Fill Material will be unloaded without approval. Allied and/or Beverly reserves the right to reject any loads that Allied and/or Beverly, in its sole discretion, determines to be contaminated or in breach of the warranties herein. Allied and/or Beverly may terminate this Agreement if an investigation of the Site reveals the presence of potential presence of Hazardous Materials or material that is not clean construction or demolition debris.

7. Loads of Fill Material shall be placed only in the fill area designated by Allied and/or Beverly's supervisors, during approved hours of operation, and in accordance with approved procedures.

8. Title to Fill Material shall pass upon placement; however, if after placement, any loads of Fill Material are found to be in breach of Customer's representations and warranties in paragraph 2, Customer shall retain title to such nonconforming material and Customer shall promptly remove such material and any resulting contamination to Allied and/or Beverly's premises and Customer shall bear all expenses of such removal and shall pay the nonconforming material handling charge set forth below.

9. Customer shall be responsible for compliance with all applicable truck laws, including load limit and tap laws, and all applicable safety rules at the Site and Allied and/or Beverly's premises. Customer agrees to provide Allied and/or Beverly prior to any placement of Fill Material with evidence of liability and worker's compensation insurance covering such delivery trucks and drivers with limits and terms satisfactory to Allied and/or Beverly (including waivers of subrogation as to Allied and/or Beverly).

10. In the event of breach by Customer of any terms and conditions herein, Allied and/or Beverly may terminate deposit of Fill Material without advance notice.

11. Broken concrete and reclaimed asphalt pavement shall be kept separate and shall not be intermixed with each other or with soil and other materials. Broken concrete and reclaimed asphalt will be placed in areas designed by Allied and/or Beverly supervisors.

Fill Deposit Fee and Nonconforming Material Handling Charge

12. Customer will pay to Allied and/or Beverly a fill deposit fee as set forth in Allied and/or Beverly's published Price List in effect as of the date of this Agreement. As Allied and/or Beverly makes changes to its Price List, such revised charges shall be deemed applicable on the date that Fill Material is brought into Allied and/or Beverly. No alternate price shall be deemed effective unless set forth in Exhibit A and signed by Allied and/or Beverly's authorized agent.

13. In addition to the deposit fee and Customer's indemnification obligation under paragraph 3, in the event that any loads of Fill Material that do not comply with the representations and warranties of paragraph 2 of this Agreement are deposited, Customer agrees to pay a handling charge of \$_____ per load or yard for each load or yard of nonconforming material removed by Customer.

14. This Agreement constitutes the entire understanding between Allied and/or Beverly and Customer hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by Allied and/or Beverly and Customer hereto.

15. The person signing this Agreement as Guarantor, having a financial and other interest in the Customer and its business activities, hereby unconditionally guarantees the full and faithful performance of each and every obligation herein imposed upon the Customer which guaranty shall be deemed continuing notwithstanding the payment of all amounts due hereunder or notwithstanding the exercise by Allied and/or Beverly of any rights retained by its hereunder.

16. In the absence of the Customer signing a separate agreement for a separate or different Site(s) and at Allied and/or Beverly 's election, this Agreement shall be deemed to continue in full force and effect even though Customer brings Fill Material from a location other than the Site designated herein. This Agreement may be supplemented by the parties execution and delivery of a supplemental form of Exhibit A which identifies a new or separate Site or additional terms which supplement or modify this Agreement.

Effective Date _____ **20** _____

**ALLIED ASPHALT PAVING COMPANY and/or
BEVERLY MATERIALS, L.L.C.**

CUSTOMER:

Company Name: _____

By: _____

Title: _____

Guarantor: _____

**ALLIED ASPHALT PAVING COMPANY CLEAN FILL ACCEPTANCE AGREEMENT
BEVERLY MATERIALS, L.L.C. CLEAN FILL ACCEPTANCE AGREEMENT**