

CREDIT REFERENCES (Wholesale)

(1)	_____	_____	_____	_____
	Name	Address	Telephone #	Fax #
(2)	_____	_____	_____	_____
	Name	Address	Telephone #	Fax #
(3)	_____	_____	_____	_____
	Name	Address	Telephone #	Fax #
(4)	_____	_____	_____	_____
	Name	Address	Telephone #	Fax #

Information on Surety Bond Company: _____ Contact Person: _____

_____	_____	_____	_____
Name	Address	Telephone #	Fax #

Job Name & Location: _____

For **Paving/Construction Projects**, please provide the following information:

Project Name: _____ Address: _____

Project Owner: _____ Address: _____

Project Financer: _____ Address: _____

Are there funds in Escrow for the project? Yes _____ No _____ Telephone #: _____

If so, where? _____

***IS THERE A "PAYMENT BOND" ON THIS PROJECT: IF THERE IS, PLEASE ATTACH COPY OF THE BOND COVERING THIS PROJECT INCLUDING BONDING CO., NAME, ADDRESS, PHONE & BOND #.**

For Material Sales: [Terms of payment are Net 30 days for all material. It is understood and agreed that past due balances of 60+ days are subject to service charges at the rate of 1.5% per month or maximum permitted by law. In the event of default, the buyer agrees to pay attorney's fees and other costs incurred in the collection of said balance.]

For Paving/Construction Projects: [All terms are per the signed paving/construction contract. In the event of default of contract, buyer agrees to pay attorney's fees and other costs incurred in the collection of past due balances.]

By my/our signature below, I/we authorize Pennsy Supply, Inc. to contact above credit references and obtain a credit report and/or a background report on me/us.

<u>Corporation / Limited Liability Company</u>	<u>Partnership</u>	<u>Sole Proprietorship / Home Owner</u>
_____	_____	_____
Company Name	Company Name	Company Name
_____	_____	_____
Signature (President/Vice President)	Signature (Owner)	Signature (Owner/Individual)
	_____	_____
	Signature (Owner)	Signature (Spouse)

PERSONAL GUARANTY – INSTRUCTIONS

Please note the following instructions for the proper completion of this personal guaranty. It is important to have this document *properly & completely filled out*. Failure to do so will delay your application process.

First page, top first line-name of Company. Second line location-town & state. You must complete the **date**. Signatures must be by **both spouses-husband & wife, individually**, first name, middle initial, and last name. If you are not now married, **please make a notation at the bottom of this form**, and sign as guarantor. It is very important that you sign as **individuals!** Please do not sign or indicate corporate titles such as President, Vice President, Secretary, etc. Please indicate the full & complete home address of any person signing this form who has not given this information on the credit application. This form must be **properly witnessed** by anyone 18 years of age or older that knows you. The person who will sign as witness should **not** be one of the people signing the guaranty as a guarantor. It is not necessary to have this document notarized unless requested to do so.

Should you have any questions on the proper completion of the Personal Guaranty or the purpose for which you are signing the document, please telephone us at (717) 233-4511.

Thank you,

Credit Department
Pennsy Supply, Inc.



Personal Guaranty Individual

To induce you at your option from time to time to extend credit or make advances at the request or for the account of _____ (name of company) of _____ (city), _____ (state) (hereinafter called "Debtor"), and for _____ and in consideration of establishing an open account and extending credit to Debtor, I, as surety, hereby promise to pay, absolutely and unconditionally, the indebtedness or balance of indebtedness of Debtor at any or all times owing to you, whether such indebtedness now exists or is hereafter incurred, and in whatever form it may be evidenced and whether or not it may be secured.

I hereby waive notice of the acceptance of this guaranty, and to all notice of the sale or delivery of goods and merchandise by you to the Debtor, and all notice of defaults by the Debtor. I consent and agree that you may at any time or from time to time in your discretion you may settle or compromise with the Debtor or other person or persons liable thereon, any and all obligations, payment of which is hereby guaranteed by the undersigned, or subordinate the payment of same or any part thereof to the payment of any other debt or claims which may at any time be due and owing to you or any other person or corporation; all in such manner and upon such terms as you may see fit, and without notice to or further assent from the undersigned, who hereby agrees to be and remain bound upon this guaranty, irrespective of the existence, value, or donation of any collateral and notwithstanding any such change, exchange, settlement, compromise, surrender, release, sale application, renewal or extension and notwithstanding also that all obligations of the Debtor outstanding and unpaid at anytime may exceed the amount of this guaranty.

This guaranty shall not be abrogated or affected in any manner by any change in firm or status of the Debtor whether caused by death, by the admission of any new member or members, or by the withdrawal of any member or members, or by any change from any cause whatsoever.

In case of the failure of the Debtor or any of the undersigned to pay when due or payable any sum owing by the Debtor or the undersigned to you, or the insolvency or failure in business of the Debtor or of the undersigned, or in the event that a petition in bankruptcy or for a receiver is filed in any court by or against the Debtor, or any of the undersigned, or that a judgment be entered against any of them or the undersigned or that a writ of attachment or execution be issued against the Debtor or the undersigned, or against any property of the Debtor or the undersigned, then all indebtedness hereinbefore referred to shall be deemed for the purposes of this guaranty to be immediately due and payable and the liability of the undersigned hereunder shall accrue, all without demand or notice. **Whenever under the terms hereof the liability of the undersigned shall accrue, and in any state where the same is permitted by law, the undersigned hereby authorizes and empowers any attorney of any court of record to appear for and enter judgment against the undersigned in favor of Pennsy Supply, Inc., its successors or assigns, for any sum or sums of money which may be hereunder, as of any term, with or without declaration filed, with interests and costs, release or error, without stay of execution and with 20%**

added for collection/attorney fees. The undersigned also waives the right of inquisition on any real estate that may be levied upon to collect therefrom and does hereby voluntarily condemn the same and hereby waives and releases all relief from any and all appraisal, lien, or homestead laws of any state, now in force, or hereafter passed, and any right to exempt to, strike off, open or appeal from the judgment so entered. If a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding.

This is a continuing guaranty and shall remain in full force and effect until written notice shall have been actually received by you that it has been revoked by the undersigned, but such revocation shall not release the undersigned from any liability as to the indebtedness or obligation hereinbefore referred to, which may be held or owing to you at the time of the receipt of such notice, or as to any renewals thereof, no act or omission of any kind on your part in the premises shall in any event affect or impair this guaranty.

If this guaranty is executed by two or more persons, it shall be the joint and several obligation of all such parties, and shall not be revoked or impaired as to any by the death or all or any such parties or by the revocation or release of any obligations hereunder, by or against all or any of such other parties.

It is further understood and agreed that no waiver of any breach of any term of this guaranty shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature. Although referred to as a guaranty, this instrument is intended to be a contract of suretyship upon which the undersigned intends to be legally bound.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 202__.

Guarantor Signature

Witness: _____

Printed or Typed Name of Guarantor

Address of Guarantor

City, State, Zip Code

Guarantor Signature

Witness: _____

Printed or Typed Name of Guarantor

Address of Guarantor

City, State, Zip Code