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## Credit Application & Purchase Agreement

Name \_\_\_\_\_ Trade Name/DBA \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contractors License Number \_\_\_\_\_ State \_\_\_\_\_  
Date Business Started \_\_\_\_\_ How long at this address? \_\_\_\_\_  
Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_  
If Corporation, Date of Inc. \_\_\_\_\_ State of Inc. \_\_\_\_\_  
If LLC, attach articles of organization to this credit application  
Parent Company Name \_\_\_\_\_

Officers/Owners: Name, Home Address, Social Security Numbers

Name: \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address: \_\_\_\_\_ Phone \_\_\_\_\_  
Name: \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address: \_\_\_\_\_ Phone \_\_\_\_\_

Trade References (Material suppliers you have done business with for at least one year)  
Names, Phone and Fax Number

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Bank \_\_\_\_\_ Account Number \_\_\_\_\_  
Officer \_\_\_\_\_ Phone \_\_\_\_\_

Have you or your business ever declared bankruptcy? Yes \_\_\_ No \_\_\_ Chapter # \_\_\_\_\_  
If yes, under what name \_\_\_\_\_ Date of filing: \_\_\_\_\_  
\_\_\_\_\_ Date of discharge: \_\_\_\_\_ State \_\_\_\_\_

Has the company or any officers or owners of the company ever had either a judgment or a state or federal tax lien filed against them personally or against any business entity associated with the person? \_\_\_ If yes, where and when? \_\_\_\_\_

If you are tax exempt, please attach certificate. Tax exempt number \_\_\_\_\_

Do you require: Purchase orders \_\_\_\_\_ Job numbers \_\_\_\_\_

Do you limit people authorized to purchase for your company? If yes please attach list.

**PURCHASE AGREEMENT**

We, the undersigned, agree to pay our account in full according to the terms and conditions printed on each invoice, ticket and sales quote generated by Action Ready Mix, for the purchase of goods and/or services or generated by the performance, (part or full), of any separate written contract. These terms and conditions govern any and all credit purchases made by Applicant from Action Ready Mix. If the terms of this Agreement conflict with any purchase order or other instrument prepared by Applicant or Action Ready Mix, these terms and conditions will control. We agree to be bound by the actions of any of our agents or employees who make purchases and incur charges on this account. In the event this account is not paid as agreed, we agree to pay delinquency charges in the amount of 18% per annum (1 ½% per month) from the date of the charge until paid in full. If judgment is granted, interest charges at 18% per annum, (1 ½% per month), will accrue until paid in full. Delinquency charges and judgment interest at the highest rate allowed by law will apply to all consumer transactions.

Action Ready Mix may stop the manufacture or supply of any labor or materials when Action Ready Mix, in its sole discretion, determines that we are in breach of this agreement or any other contract with Action Ready Mix, or if Action Ready Mix has insecurity with respect to our credit worthiness, until payment is made and any dispute or insecurity has been resolved. We further agree that Action Ready Mix shall not, in any event, be responsible for any damage, cost or expense due to cessation in supply of any labor or materials. We also agree that we will provide, upon request, complete job information to Action Ready Mix for the purpose of filing preliminary notices, if applicable, and claims on payment bonds or mechanics' and materialmen's liens.

Action Ready Mix has the right to grant additional time to repay delinquent balances, take promissory notes and other forms of security, and record mechanics liens without further notice. All payments received and not noted for application to specific invoices will be applied to the oldest invoices first.

In the event this account is turned over to a collection agency, attorney, or both, for collection of past due balances, we agree to pay all costs, collection fees and attorney fees of Action Ready Mix associated with those actions, whether or not a suit is actually filed. With disputed accounts, costs and attorney fees will be awarded to the prevailing party. We also agree to pay all costs and attorney fees incurred in any action to enforce any judgment obtained in favor of Action Ready Mix. Action Ready Mix has the option to choose the venue of any suit brought to collect this account.

We authorize Action Ready Mix to contact any or all of the references listed by us, including our bank. We also authorize the use of commercial credit reporting agencies, and in the case of partners, sole proprietors and personal guarantors, consumer reporting agencies to obtain information for the opening, monitoring, renewal and extension of this and other accounts with Action Ready Mix, without further notice to us.

We certify that all information contained herein is true and correct, and we are solvent and able to pay for labor, materials and services ordered. Should any information change, we will notify you in writing within 48 hours regarding those changes. Such change may include, but not be limited to, ownership status, including the formation of Applicant as a corporation, limited liability entity or other legal entity at any time subsequent to the date of the Credit Application.

We have read and understand and agree to the above terms and conditions. A facsimile copy will be treated as an original.

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Name of Company

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Date                      Signature    Title

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Date                      Signature    Title

**GUARANTY**

The undersigned hereby represents that he (she) has a financial interest in said business and on behalf of himself (herself) and his (her) marital community hereby agrees to the above terms and conditions and personally and unconditionally guarantees, jointly and severally, payment of said business' account. I (we) grant permission for Action Ready Mix to use consumer credit reports to determine my (our) credit worthiness as guarantor of the above account. It is understood that credit would not be extended without this assumption of liability and that this obligation and/or liability will continue until terminated in writing sent certified mail return receipt requested.

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Date                      Signature    Social Security Number

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Date                      Co-Guarantor    Social Security Number

Please have signature(s) notarized.