



P.O. Box 16325
Louisville, Kentucky 40256
(t) 447-5720 (f) 447-5723

Credit Application and Agreement

A. APPLICANT

Legal Business Name:
Street Address:
Mailing Address:
Phone:
Estimated Annual Sales:
Amount of Credit Requested: \$

B. BUSINESS INFORMATION

O Sole Proprietorship Owner
O Partnership Partner
O Corporation/LLC President/Member
Vice President/Member
Secretary/Member
Treasurer/Member

Federal Tax No. (if applicable) Sales Tax Exemption Certificate O Yes O No

C. BANKING INFORMATION

Bank Branch Phone
Address City State Zip
Officer Contact Acct. No. Type of Acct.
Acct. No. Type of Acct.

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

D. TRADE REFERENCES (Please fill out 3 references)

Name Contact Address Phone#
1.

2. _____

3. _____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize American Ready Mix to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due by the 10th of each month. A service charge of one and one half percent (1 ½% per month), or (18% per annum) or the highest legal rate, which ever is less may be assessed on delinquent invoices.

VENUE: All amounts due for purchases from American Ready Mix are payable at American Ready Mix. It is further agreed that this agreement is entered into in the state of Kentucky and is governed by the laws of the state of Kentucky.

CHANGE OF OWNERSHIP: I/We understand that we must notify American Ready Mix in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Firm Name _____
By: _____ Title _____
By: _____ Title _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print Name

Sign Name

Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by American Ready Mix to _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to American Ready Mix the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to American Ready Mix and payment when due of all sums presently or hereafter owing by Guarantor to American

Ready Mix Guarantor agrees to indemnify American Ready Mix against any losses American Ready Mix may sustain and expenses American Ready Mix may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to American Ready Mix written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name

Print Name

Date

Sign Name

Print Name

Date

Witness

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.