



CREDIT APPLICATION AND GUARANTY

Applicant Information

Applicant's Full Legal Name: _____

DBA or AKA: _____

Physical Address: _____

Office Phone: _____ Fax: _____

We prefer to communicate with you by email. If acceptable, please list an address by category:

General correspondence: _____ Invoices: _____

Statements: _____

Are purchase orders required on invoices/tickets? Yes / No

Should we send you statements? Yes / No

Credit Amount Request: \$ _____

Accounting Manager: _____

Email: _____ Phone: _____ Ext: _____

Type of Business and Ownership Information

Please choose entity type:

Sole Proprietorship Partnership Corporation Limited Liability Company (LLC)

Other: _____

Date and state of formation: _____ Contractor License No. _____

Officers / Owner Names: Titles: SS# and Mobile Number:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For each owner / officer listed above, please provide info regarding business ventures below:



Previous Business Holdings? Yes / No If Yes, please identify entities and conclusion (sold/failed/bankruptcy): _____

Current Business Holdings? Yes / No If Yes, please identify entities and if related to Applicant: _____

Bank Reference and Authorization

Primary Bank: _____

Address: _____

Contact: _____ Phone/Email: _____

Account No(s): _____

I hereby authorize the bank named herein to release information for the purpose of obtaining and/or reviewing Applicant's credit from time-to-time.

Trade References (Please furnish at least 3 trade references)

Name: _____ Phone: _____

Address: _____ Email: _____

Name: _____ Phone: _____

Address: _____ Email: _____

Name: _____ Phone: _____

Address: _____ Email: _____

Name: _____ Phone: _____

Address: _____ Email: _____



Terms and Conditions

As a condition to the election of Solid Rock Ready Mix Incorporated ("Solid Rock") to extend credit to Applicant, Applicant has executed this Credit Application and Guaranty ("Agreement"), and agrees to the following terms and conditions for all purchases made by Applicant from Solid Rock.

A. General Terms and Conditions

1. Applicant will pay each invoice in full in accord with the terms of each individual sale set forth in each invoice, under any additional terms set forth therein. All invoices are due _____. A service charge of one and one-half percent (1.5%), or eighteen percent (18%) per annum, may be assessed on delinquent invoices but not to exceed at any time the highest legal rate of interest legally allowed.
2. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned hereby agrees to pay all reasonable fees and/or costs, whether or not suit is filed.
3. Applicant must notify Solid Rock in writing, and by certified mail, of any change in ownership, whether in the name of the entity or in the business structure of the entity under which credit is established, no later than 30 days after such change is effective.
4. Applicant certifies that this request is for the extension of credit for business purpose only and it not intended for the extension of credit for personal, family, or household purposes.
5. Applicant agrees to the use of its signature on the Agreement to release credit information from Applicant's bank and from all other sources of credit information regarding the Applicant, including any credit reporting agency.
6. If this Agreement is executed by a corporation, LLC, partnership or other business entity ("Company"), the undersigned individual represents and warrants that the Company has the power to enter into this Agreement, the execution of this Agreement by the undersigned has been duly authorized by the Company.
7. No term or condition contained in any purchase order, offer, writing or other communication to Solid Rock shall be valid and binding upon Solid Rock unless agreed to in writing by an authorized representative of Solid Rock.
8. All notifications from Applicant should be addressed to Solid Rock and delivered to the attention of Gloria Zermeno, at 5515 Breen Drive, Houston TX 77086.
9. This Agreement shall be governed by and construed and enforced in accordance with the substantive law of the State of Texas. The parties stipulate and agree that the courts of Harris County, Texas shall have exclusive jurisdiction over any dispute or controversy between the parties arising under or relating to this Agreement, to the exclusion of any and all other possible venues.
10. Applicant hereby grants Solid Rock a security interest in all of Applicant's property ("Collateral"), and hereby authorizes Applicant to execute and file on behalf of the Applicant any such UCC financing and continuation statements as the Applicant deems necessary to perfect its security interest in the Collateral.



11. Applicant does hereby expressly and irrevocably waive any notice and/or hearing, which may be required for prejudgment remedies.

B. Waiver of Jury Trial

12. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

C. Product claims

13. Applicant shall have the right to inspect goods upon arrival. Applicant's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by the Applicant shall not be effective unless it is made and written notice thereof is given to Solid Rock within 5 calendar days of delivery.

D. Delivery

14. In any case, in which Solid Rock makes delivery, Applicant hereby agrees to pay Solid Rock's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Applicant upon delivery of the goods should Applicant not be present to accept delivery. Applicant hereby authorizes Solid Rock to unload the goods and leave them at the delivery destination. Applicant shall release Solid Rock and shall indemnify and hold harmless Solid Rock from and against any and all claims, demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants, or employees of Applicant), any and all damages to or loss of any property (whether belonging to Applicant or a third party), and any and all other damages recognized in law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Applicant's instructions.

Print Name

Title

Signature

Date



Personal Guaranty

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Solid Rock to Applicant the undersigned, individually, jointly and severally, unconditionally guarantees to Solid Rock, the full and prompt payment by Applicant, of all obligations which Guarantor presently or hereafter may have to Solid Rock and payment when due of all sums presently or hereafter owing by Guarantor to Solid Rock. Guarantor agrees to indemnify Solid Rock against any losses Solid Rock may sustain and expenses Solid Rock may incur as a result of any failure of Guarantor to perform including reasonable attorney's 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(s). 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 Solid Rock written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the 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.

Date

Print Name

Signature of Individual Guarantor/SSN

Date

Print Name

Signature of Individual Guarantor/SSN