



Credit Department: Fax 408 294 3162; credit@us-concrete.com

### 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, 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.

Central Concrete Supply Co., Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. comply with the Federal Equal Credit Opportunity Act.

**CREDIT PURCHASE AGREEMENT**

In connection with the extension of credit or the sale of any materials or work to Applicant, Applicant agrees to the terms of this Credit Purchase Agreement ("Agreement"). In the event of any conflict of the terms of this Agreement with any other document or agreement relating to the materials or work provided, Applicant agrees that this Agreement shall control.

1. Applicant swears that the information provided in connection with its request for the extension of credit is complete, current, true and correct, agrees to promptly update and correct all such information in the future and hereby authorizes Central Concrete Supply Co., Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. to, at any time, contact and obtain any information regarding Applicant from any source.
2. Applicant agrees to pay in full all amounts due as required by each invoice. Any past due amounts shall incur interest at the highest rate allowable by law until paid.
3. Central Concrete Supply Co. Inc., dba Westside Concrete Materials; and Rock Transport Inc.'s Terms and Conditions are incorporated herein and shall be applicable to the sale of all materials and work provided.
4. In the event Applicant fails to comply with this Agreement, or Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. have reason to believe that Applicant may not fully comply with this Agreement, Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. may, without any liability, immediately cease to deliver materials or work to Applicant until such time as Central Concrete Supply Co. Inc.; dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. are satisfied that Applicant will fully and timely comply with this Agreement.
5. In the event Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. pursue collection of any amount due from Applicant, Applicant agrees that it will pay all costs and fees, including attorney's fees, incurred.
6. The failure or delay by Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. in enforcing its rights under this Agreement shall not constitute a waiver or acceptance by Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. of any failure to comply by Applicant.
7. Any dispute arising out of this Agreement shall have venue in the county in which Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. are located and shall be governed by the laws of such state.

Name of Company \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

**PERSONAL GUARANTEE**

In consideration of the extension of credit and sale of materials or work to Applicant, the undersigned Guarantor hereby authorizes Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc. to obtain credit related information from any source regarding Guarantor and personally agrees to and guarantees each and all of the obligations of Applicant as set forth in this Agreement, including the full and timely payment by Applicant. This is a continuing and unconditional guaranty, which shall remain in effect until it is terminated in writing by Central Concrete Supply Co. Inc., dba Westside Concrete Materials; Right Away Redy Mix Incorporated; and Rock Transport Inc.

Date \_\_\_\_\_ Signature \_\_\_\_\_ Social Security No. \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ Social Security No. \_\_\_\_\_