



PENNY'S CONCRETE INC.



of Missouri, Inc.

### CREDIT APPLICATION

Allow minimum 48 hours to process  
Complete front and back of form

For office use only			
DH	LB	KR	SK
Salesperson: _____			
Code: _____			

#### 1. Customer Information

Full Legal Name/Business Entity \_\_\_\_\_ Federal ID # \_\_\_\_\_

Billing Address \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Expected Monthly volume \_\_\_\_\_ yds<sup>3</sup>

Company Type: Corporation  Partnership  Sole Proprietorship  LLC

Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ Mobile # (\_\_\_\_) \_\_\_\_\_

Account payable contact person: Name \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

Year business started \_\_\_\_\_ Do you require a purchase order? Yes  No  Credit requested \$ \_\_\_\_\_

Have you done business under any other name or entity during the last 5 years? Yes  No  If yes, list the most recent

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### 2. Bank & Credit References

Bank Name	Operating account #	Contact person	
Address	City	State	Phone #

#### Current Concrete & Other Material Suppliers (list at least 3)

Company Name	Contact Person	Fax Number	
Address	City	State	Phone #

Company Name	Contact Person	Fax Number	
Address	City	State	Phone #

Company Name	Contact Person	Fax Number	
Address	City	State	Phone #

**3. Proprietors or Corporate Officers Authorization:** I/we the customer (hereinafter referred to as Applicant) certify that this information is correct, accurate and complete, and that we are solvent and able to pay for all products and services provided by **PENNY'S CONCRETE, INC. &/OR GREEN READY MIX OF MISSOURI, INC.** (hereinafter referred to as SUPPLIER). Applicant is financially able to meet all commitments made with SUPPLIER and expects to pay all invoices according to terms. Applicant understands that SUPPLIER will rely on this information for the extension of credit. Applicant authorizes SUPPLIER from time to time to obtain Credit Reports on Applicant or any individuals listed below. The Applicant understands that the following separate paragraph, when signed, will authorize SUPPLIER to run a complete and thorough credit investigation on the Applicant:

The Applicant or individuals listed below hereby authorize(s) LENDER to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business trade credit represented by this credit application. The undersigned as {an} individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

Print Full Name \_\_\_\_\_ SSN # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

**4. Terms:**

- **Credit:** Payment by approved national credit cards accepted (currently Discover®, Mastercard® and Visa®). All other credit cards are subject to a usage fee. Credit payment is required by the 10<sup>th</sup> of the next month following the month of purchase. (example: purchase date 6/3/09 - payment required by 7-10-09). All accounts with an outstanding debit balance past the 10<sup>th</sup> of the next month following the month of purchases are **"PAST DUE"** (aged a maximum of 41 days). There will be a 1 ½ % finance charge on all "Past Due" balances. All accounts not meeting terms and aged 60 days or more are subject to a **"HOLD"** status. **"HOLD"** is defined as no new purchases on account until the account is brought into terms (payment due by the 10<sup>th</sup> of the next month following the month of purchase). Legal means will be utilized to collect all monies due.
- Winter Service is charged for the period of November 1 thru March 31.
- Holding Time Fees (Current rate) per minute over the allotted time of six minutes per yard.
- Fuel Surcharge - a percentage charged on the pretax amount based on a monthly index.
- Short Load Fee (Current rate) for less than six (6) yard loads.
- Evening Delivery (after 4:30PM) and Saturday Delivery may be assessed.
- Lien Fee (Current rate) charged for each filing.
- DELIVERY AGREEMENT: This purchase agreement is for delivery to the curb line. In the event Purchaser requests delivery beyond the curb line, the Purchaser hereby assumes liability for damages to sidewalks, driveways, all other property, and personal injury. Purchaser hereby agrees to indemnify and hold the Seller harmless against all liability, loss or expense incurred as the result of such delivery. If ground conditions beyond the curb line are inadequate for heavy truck travel, and as a result of this condition the truck requires towing, towing will be at the customer's expense.
- PRODUCT PERFORMANCE: All concrete sold on a basis of compressive strength, air-entrainment, slump, temperature, density and or yield must be sampled at the mixer truck discharge in accordance to ASTM C172 and tested according to the applicable ASTM testing standards. Compressive strength: ASTM C31 & ASTM C39; air content: ASTM C231 or ASTM C173; Slump: ASTM C143; Temperature: ASTM C1064; density and or yield: ASTM C138. Slump and air-entrainment variances in accordance to ASTM C94 are applicable. Unless identified in writing, no other condition of sale shall apply. Customer assumes all responsibility for the placement, consolidation, curing, and protection of all concrete after delivery to the curb line. The placement, consolidation, curing, and protection of all concrete can greatly affect its performance. The seller is not responsible for any product performance after placement is made by the customer.

**5. Personal Guarantee:** The undersigned Guarantor(s) for and in consideration of the extension of credit to the above Company, hereby jointly and severally promise and agree to pay SUPPLIER or holder then of, and all Indebtedness, which the Company may now or hereafter owe to SUPPLIER. Guarantor(s) waive demand for payment, notice of acceptance of this Guaranty, diligence, presentment, notice of default, protest, suit by SUPPLIER, or holder against Company and Guarantor(s), and notice of any and all renewals or extensions of such indebtedness. The bankruptcy Insolvency, receivership, and change of name, change in composition or ownership of the Company shall not affect Guarantor(s) liability. If it is necessary to place this Guaranty with an attorney or collection for collection, Guarantor(s) agrees to pay reasonable attorney's fee and/or collection agency fee and costs, as allowed by law.

Print Full Name \_\_\_\_\_ SSN # \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_