

ACCOUNT MANAGER:

# Credit Application and Agreement

**Bodin Concrete**

## **A. APPLICANT**

Legal Business Name _____ <small>(List all Trade Names, DBA's, Divisions and Subsidiaries)</small>			
Street Address _____	City _____	State _____	Zip _____
Mailing Address _____	City _____	State _____	Zip _____
Phone ( ) - _____	Fax ( ) - _____	E-mail: _____	
Estimated Annual Sales: _____	Person to contact about Account: _____		
Amount of Credit Request: \$ _____	Type of Business _____	How Long in Business _____	

## **B. BUSINESS INFORMATION**

<input type="checkbox"/> Sole Proprietorship	SS# _____	-	-
<input type="checkbox"/> Partnership Partner	SS# _____	-	-
Partner _____	SS# _____	-	-
<input type="checkbox"/> Corporation/LLC President/Member	SS# _____	-	-
Vice President/Member _____	SS# _____	-	-
Secretary/Member _____	SS# _____	-	-
Treasurer/Member _____	SS# _____	-	-
Federal Tax No. (if applicable) _____	Sales Tax Exemption Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<small>(if yes, enclose signed certificate or copy)</small>		

## **C. BANKING INFORMATION**

Bank _____	Branch _____	Phone ( ) - _____
Address _____	City _____	State _____ Zip _____
Officer Contact _____	Acct No _____	Type of Acct _____
Acct No _____	Type of Acct _____	
<b>I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.</b>		

## **D. TRADE REFERENCES – WE MUST HAVE FAX NUMBERS PROVIDED TO PROCESS APPLICATION**

<u>Name</u>	<u>Contact</u>	<u>Address</u>	<u>Phone #</u>	<u>Fax #</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

PLEASE FAX ALL CREDIT APPLICATIONS TO: CREDIT DEPARTMENT (972) 475-8119

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Bodin Concrete to investigate all references and 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 TERMS AND POLICY: All invoices are due by the 10<sup>th</sup> day of the month following the invoice date; unless a special arrangement is made to defer payment. **Accounts that are forty five (45) days past the invoice date may be placed on hold** until payment is received. At that time, your account may be reviewed in order to determine credit availability. Accounts that are inactive will be closed.

FINANCE CHARGE AND ATTORNEY FEES: All amounts not received within thirty (30) days after the invoice date will bear interest at the lesser of 1.5% per month and the maximum rate allowed by law. The finance charge will be computed on the net charge balance (if any) remaining after applying payments and credits to the balance from the previous month. To avoid finance charges, pay the balance before the 30th day after the invoice date. The applicant agrees to pay all court costs and attorney fees associated with collection of accounts.

Bodin Concrete reserves the right to change our credit terms at any time.

VENUE: All amounts due for purchases from **Bodin Concrete** are payable at **PO Box 109, Rowlett, Texas 75030**  
It is further agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Bodin Concrete** 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.

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.

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

Firm Name \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_

Print Name: \_\_\_\_\_

**GUARANTY**

Please sell and deliver to: \_\_\_\_\_

Address: \_\_\_\_\_

Or their representatives, such goods, wares, and merchandise as they or their representatives may order or select, and in consideration thereof the undersigned hereby fully Guarantees and holds itself personally responsible for the payment of the purchase price of all such goods, wares, and merchandise sold and waives notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be an absolute, irrevocable, unconditional, and continuing Guaranty of all sales made by you to the aforesaid company, and shall not be revoked by the death of the Guarantor(s) but shall remain in full force and effect until the undersigned or its administrators shall give notice in writing to make no further advances on the security of the Guaranty, and until such notice shall have been received by you. The Undersigned also waives all requirements of notice, demand notice of intent to accelerate, notice of acceleration, presentment or protest in case of any default by Purchaser and any right which the undersigned might otherwise have required against you or against any co-guarantor or any other person or first to realize on any security held by it before proceeding against the undersigned for the enforcement of this guaranty.

Neither your rights and remedies nor the undersigned's obligations under the terms of this guaranty shall be released, diminished, impaired, reduced, or affected by any one or more of the following (i) the taking or accepting of any other security or guaranty for, or right of recourse with respect to, any or all of the guaranteed amounts (ii) any release, surrender, exchange, subordination, deterioration, waste, impairment or loss of, or any failure to create or perfect any lien or security interest with respect to, any security at any time existing or purported, believed or expected to exist in connection with any or all of the guaranteed amount, (iii) any complete or partial release of the liability of any guarantor hereunder, or (iv) the renewal, extension, modification or rearrangement of the payment of any or all of the guaranteed amount, either with or without notice to or consent of the undersigned, or any adjustment, indulgence, forbearance or compromise that may be granted or given by you to the aforesaid company.

It is understood and agreed that there is no limit to the undersigned's liability under the Guaranty. If there is more than one guarantor executing this guaranty, their obligation hereunder shall be joint and several. In that case the word "Undersigned" shall be deemed to apply against each guarantor and you shall be entitled to full recovery of the obligation of this guaranty against each, but shall retain only one satisfaction.

The undersigned hereby agrees to the terms of sales that are made to the aforesaid company. In the event of default in payment, the undersigned agrees to pay all cost of collection, including without limitation court cost and attorney's fee; and the undersigned does hereby certify that the information contained above is true and correct. The undersigned further agrees that any changes in ownership or officers or form of the business operates shall be made known to us. This notice shall be in writing and mailed to: Bodin Concrete, PO Box 109, Rowlett, Texas 75030.

The undersigned consents to Bodin Concrete obtaining a consumer credit report on \_\_\_\_\_ for the purpose of evaluating the creditworthiness of \_\_\_\_\_, in connection with an application for business credit.

Signed by:

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY

\_\_\_\_\_  
HOME ADDRESS

\_\_\_\_\_  
DATE