



Mississippi / Alabama Division
P.O. Box 3868
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CREDIT APPLICATION AND AGREEMENT TO PAY ACCOUNTS

DATE: []
APPLICANT OR CORP. NAME: []
STREET ADDRESS: []
CITY: [] STATE: [] ZIP: [] TAX ID#: []
PREVIOUS ADDRESS: []
OFFICE PHONE: [] FAX: [] CELL: []
HOW MANY YEARS IN BUSINESS? []

- CORPORATION SOLE PROPRIETORSHIP PARTNERSHIP/LLC BRANCH OR DIVISION INDIVIDUAL

PERSON TO CONTACT REGARDING INVOICES []

SOCIAL SECURITY # [] DUN & BRADSTREET# []

****PLEASE ATTACH A COPY OF DRIVERS LICENSE****

HAVE YOU THE APPLICANT, THE BUSINESS OR ANY OF THE OFFICERS OR OWNERS OF THE BUSINESS FILED
BANCURPCY? [] IF SO, WHAT
YEAR? []

TYPE OF BUSINESS []
NAMES OF PARTNERS (if Partnership/LLC), or SHAREHOLDERS and OFFICERS (if Corporation), or OWNERS (if Sole
Proprietorship/LLC): []

<u>NAMES</u>	<u>TITLE</u>	<u>HOME ADDRESS & SS#</u>

TRADE/BANKING REFERENCES

<u>NAME</u>	<u>ADDRESS/TELEPHONE NUMBER</u>	<u>ACCOUNT#</u>
Trade 1) []	[]	[]
Trade 2) []	[]	[]
Trade 3) []	[]	[]
BANK []	OFFICER []	PHONE# [] ACCT# []
CONSTRUCTION LOAN LENDING INSTITUTE []	PHONE# []	
NAME OF ATTORNEY DISBURSING LOAN []		
OTHER CONCRETE PRODUCER THE APPLICANT HAS PURCHASED FROM IN THE PAST TWO (2) YEARS: []		

TAX EXEMPT? YES NO -IF YES, Please attach Exemption Certificate.

ARE YOU A LICENSED: CONTRACTOR HOMEBUILDER -IF YES, License # []

All information must be completed in detail or the application will not be processed!

OFFICE USE ONLY	
CREDIT	
APPROVED _____	DENIED _____
CREDIT LIMIT _____	DATE _____

OPEN END CREDIT PLAN

Applicant hereby requests that Bayou Concrete, LLC (each such company selling products to applicant being hereinafter called "Seller") extend credit to Applicant for purchases of materials by applicant as may be approved by Seller, upon the following term and conditions:

1. Each purchase of materials made by applicant from Seller shall constitute a portion of an account in Applicant's name (herein call "account") to which Seller may charge (a) the cash selling price of each item so purchased, and (b) a FINANCE CHARGE of the lesser of 1-1.2% per month or the highest rate allowed by law on the portion of the unpaid balance which, as of the date of each statement of the account, is more than thirty days old. This agreement shall be construed to be an "open-end credit plan". Applicant will assume full responsibility for credit extended to Applicant with regard to Applicant's account, including all purchases made by Applicant and any and all other persons with Applicant's verbal or written authorization. Applicant agrees to pay Seller the balance of Applicant's account, including any finance charges added thereto as herein provided, in accordance with Seller's credit policy in effect from time to time. At the time of payment, Applicant shall have the right to designate, in writing, the particular invoice or finance charges to which such payment is to be credited and, in the absence of any such designation by Applicant, Seller shall have the right to select the invoice charges or finance charges against which Applicant's payment is credited regardless of the age or due date of such invoice charges or account charges.
2. Upon default in payment of any charges on Applicant's account more than thirty days old, the entire balance of Applicant's account shall, at seller's option, but WITHOUT NOTICE OR DEMAND, become immediately due and payable. Subject to any limitations imposed by applicable law, after default, should the amount owing on the account be referred to an attorney or collection agency for collection, Applicant agrees to pay all costs of collection, including but not limited to an attorney's fee of 33% of all sums due hereunder, or a reasonable attorney's fee based on an hourly rate, whichever is higher. Applicant hereby waives, as to the account, all rights of exemption under the Constitution and the laws of the State of Alabama and/or Mississippi, or any other state to the extent allowed by law.
3. Applicant agrees (a) that Seller's waiver of or acquiescence in any default shall not constitute waiver of any subsequent or other default, (b) that all rights and remedies hereunder are cumulative and not alternative, (c) that time is of the essence, and (d) that Seller may at any time, WITHOUT NOTICE to Applicant, REDUCE OR INCREASE ANY CREDIT LIMIT extended to Applicant, DECLINE TO SELL MATERIALS TO APPLICANT under this Open End Credit Plan, or TERMINATE this Open End Credit Plan.
4. To induce Seller to extend credit to Applicant, Applicant agrees to clearly identify, in writing, for Seller all purchases that are for Applicant's personal, family, or household use.
5. Applicant authorizes all banks and businesses with whom the applicant has done or is doing business to disclose to Seller all information which would assist Seller in its credit investigation and authorizes Seller to obtain credit reports from credit reporting agencies and to re-investigate Applicant's credit status as Seller may deem necessary.
6. Applicant agrees that the terms and conditions of sale on the front and back of Seller's delivery tickets and invoices shall apply to all purchases by Applicant from Seller. Applicant acknowledges Seller's rejection of any provisions in Applicant's written orders which are inconsistent with the terms and conditions contained in this Open End Credit Plan and on Seller's delivery tickets and invoices.
7. This Open End Credit Plan, together with Seller's invoices and delivery tickets, constitutes the entire agreement between Seller and Applicant with regard to the sale of products and extension of credit, all prior agreement, representations and understandings between the parties having been merged into such documents. Should any terms of the Open End Credit Plan be declared invalid, the others shall remain in full force and effect.
8. Applicant agrees that this Credit Application and Open End Credit Plan may be executed by Applicant and any Guarantors and delivered or transmitted to Seller by anyone via telecopier or facsimile machine and that such facsimile copy so delivered to any Seller shall be deemed and executed original duly delivered by Applicant and guarantors to each Seller for all purposes.

Applicant has executed this Business Credit Application and Open End Credit Plan as of the date shown in the Application whether inserted by Applicant or Seller.

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

**By my signature on the Application for Credit, I agree that all orders will be subject to the terms and conditions stated on either side/page of application.

** APPLICANT(S) SIGNATURE(S):

**APPLICATION MUST
BE SIGNED BY AN
OFFICER OF THE
COMPANY.**

SIGN NAME

PRINT NAME

SIGN NAME

PRINT NAME

GUARANTY

TO: Bayou Concrete, LLC

As an inducement to Seller to extend credit to _____

(herein call "Applicant"), the undersigned Guarantor, is his/her individual capacity, agrees as follows:

1. Guarantor guarantees payment when due of all amounts now or hereafter owed Seller by Applicant with regard to Applicant's account under its Open End Credit Plan with Seller, which amount shall include the amount of credit sales charged to said account and all finance charges. Guarantor agrees to pay Seller a reasonable attorney's or collection agency's fee and all costs incurred by Seller in collecting the guaranteed debt from Applicant or others or in enforcing this guaranty against Guarantor. Guarantor hereby waives (a) to the extent permitted by law, all rights of exemption, (b) notice of protest of any instrument, (c) notice of extension, forbearance or modification of the guaranteed debt, or (d) acceptance alteration or release of any security.
2. Guarantor agrees to remain bound regardless of (a) Seller's extension, forbearance or modification of the guaranteed debt, (b) Seller's acceptance, alteration or release of any security, (c) Seller's failure to assert liens or bond claims or (d) the failure of Seller to enforce any provisions of the guaranty at time which failure shall not constitute a waiver: all without notice to or consent of Guarantor.
3. This is a continuing guaranty which is unlimited in amount and shall remain in force as to all successive credit sales made by Seller to Applicant until the close of business on the tenth day on which Seller receives Guarantor's written notice of termination (tendered only by certified mail, return receipt requested, at the above mailing address). Termination of the guaranty shall not affect Guarantor's liability hereunder as to any indebtedness incurred prior to such termination or any finance charges accruing on any such indebtedness after termination.
4. Guarantor waives and relinquishes all right (including without limitation rights of subrogation) that Guarantor now has or may hereafter have to recover from Applicant or Applicant's property or from anyone who may have a right to recover from Applicant property, any amounts paid by guarantor to satisfy, in whole or in part, all amount owed Seller by Applicant.
5. Guarantor agrees that this Guaranty may be executed by Guarantor and delivered or transmitted to Seller by anyone via telecopier or facsimile machine and that such facsimile copy so delivered to any seller shall be deemed an executed original duly delivered by Guarantor to each Seller for all purposes.

The Guarantor(s) have executed this Guaranty effective as of the date shown on the Application whether inserted by Applicant or Seller.

**By my signature on the Application for Credit, I agree that all orders will be subject to the terms and conditions stated on either side of application.

WITNESSED BY:

1) _____
SIGN NAME

PRINT NAME

2) _____
SIGN NAME

PRINT NAME

****GUARANTOR(S) SIGNATURE(S):**

1) _____
SIGN NAME

PRINT NAME

2) _____
SIGN NAME

PRINT NAME