



CREDIT APPLICATION/SALES CONTRACT

Dispatch: (502) 566-7779 Fax: (502) 587-1886 Office: (502) 587-1881
161 N. Shelby Street, Louisville, Kentucky 40202
www.advancereadymix.com

Notice: By submitting this Credit Application/Sales Contract, the undersigned individually and on behalf of the Corporation or other such entity noted below agrees to all terms and conditions set forth below including, but not limited to, joint and several liability, guaranty of payment of all account balances, penalties, service charges, reasonable attorney's fees and court cost incurred.

Company/Individual Name: Phone:
Mailing Address: Cell:
Fax:

Please Circle One: Individual Corporation Partnership LLC LLP

Owners, Partners, Officers:

Table with 4 columns: NAME, TITLE, SSN (required), RESIDENCE

Place of Employment if Individual:
Federal ID #: Tax Exempt: Y N (if Yes, please provide a tax exemption certificate)
Tax Exempt #:

PLEASE CALL IF THIS IS APPLICATION IS ANTICIPATED FOR ONE PROJECT

List Project and Project Address:
List General Contractor and Owner:

Bank References:

BANK: BRANCH: ACCOUNT #:
CREDIT CARD # (required): EXP:

Firms you have established credit with (references):

NAME: ADDRESS: FAX:

If there is a construction loan or you anticipate a construction loan, identify the lending company and contact person:

List the names of any other business all owners have been previously associated with as an owner of principle:

Date Business was Established or Years in Business:

(For Office Use Only)

Approved
Refused
Date

CREDIT REPORTS: Buyer/Guarantor (and Co-Buyer(s)/Co-Guarantor(s) if applicable) authorizes and instructs all persons having information concerning such credit standing, financial circumstances and responsibility to release such information to Advance Ready Mix Concrete, Inc., it's agent's attorneys or employees. This includes without limitation, authorization for Advance Ready Mix Concrete, Inc. and its agents, attorneys or employees to request, obtain and use for all purposes, which Advance Ready Mix, Inc. deems necessary a copy of any credit bureau or consumer credit report.

**TERMS AND CONDITIONS**

If, after consideration of the of the information provided herein and a review of the credit history of the applicant, Advance Ready-Mix Concrete, Inc., determines and agrees to sell to the applicant it's material and/or extend credit to the applicant, such material is sold under the following terms and conditions:

**PAYMENT DUE:** Accounts are due within 30 days after the date of delivery. Purchases not paid in accordance with these terms will be considered past due and subject to a finance charge of **1%** per month, which is an annual percentage rate of **12%** added to the unpaid balance. Finance Charges are a penalty for non-payment and should not be considered an offer of financing.

**COLLECTION EXPENSES:** In the event of any proceeding to collect any amount due from contractor/applicant to Advance Ready Mix Concrete, contractor/applicant shall pay all costs and expenses of every kind for collection, including court costs and attorney fees.

**ACCEPTANCE OF MATERIAL:** Payment shall constitute acceptance of material. Any and all claims by contractor/applicant to Advance Ready Mix as to any of the material furnished shall be made in writing and be made no later than 30 days after Advance Ready Mix furnishes the same. If no claim is made within such period, contractor/applicant shall be deemed to have waived any rights to claims against Advance Ready Mix for such material. Contractor/applicant is also assuming full responsibility for any extra products and/or admixtures requested and delivered to the jobsite. The contractor/applicant understands that whomever calls in to Advance Ready Mix to place an order is an authorized representative for the applicant/contractor, and the business will be held fully responsible for all charges incurred.

**ADDING WATER TO CONCRETE:** Advance Ready Mix Concrete does not assume responsibility for the strength or quality of material delivered in which water or any other additive that has been added to the material at contractor's request. Under no circumstances shall Advance Ready Mix be obligated for incidental or consequential damages, losses or expenses in connection with or by reason of the use of or inability to use the material provided by Advance Ready Mix.

**ACCESS TO WORK SITE:** The contractor/applicant agrees to provide roadways or approaches permitting safe access of Advance Ready Mix's trucks under their own power to the point of delivery. Advance ready Mix shall reserve the right to stop delivery if such access is not provided. Contractor/applicant assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties' when our equipment is off of the public roadway. Contractor/applicant assumes full and complete liability and responsibility for providing safe access for the delivery of all material.

**LIEN RIGHTS:** This agreement shall not be deemed a limitation of any rights or remedies that Advance Ready Mix Concrete has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or equity.

**UNCONDITIONAL PERSONAL GUARANTY:** The undersigned, **individually**, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all account balances, penalties, service charges, extra charges, reasonable attorney's fees, and court costs incurred in the collection of their past due account. Liability shall be joint and several.

The undersigned further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees **individually** and on behalf of the Corporation, Partnership LLC, LLP to be responsible for charges in excess of credit either desired or approved.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of Advance Ready Mix Concrete, Inc., from the date heron and shall remain in full force and effect until Advance Ready Mix, Inc., thereof has received written notice of termination by certified mail. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

If my/our credit is approved, I/we agree to all terms and conditions set forth in this document.

\_\_\_\_\_  
**Individually**, and on behalf of:  
Printed Name

\_\_\_\_\_  
**Individually**, and on behalf of:  
Printed Name

\_\_\_\_\_  
**Individually**, and on behalf of:  
Signature

\_\_\_\_\_  
**Individually**, and on behalf of:  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**EXTRA CHARGE ACKNOWLEDGEMENT**

Dear Customer:

Below are explanations of extra charges Advance Ready-Mix uses on orders that may exceed our costs. These are basic charges that are applicable to all customers unless otherwise stated and agreed upon by the Contractor and Supplier in a signed purchase order. Please review the list so you may understand how to avoid these extra charges. We ask that you sign the bottom of this acknowledgement sheet and return it with your completed credit application.

**SEASONAL CHARGES** (Applicable to all orders)

Winter Concrete \$2.00 Per Yard  
Summer Chilled Concrete \$2.00 Per Yard

**UNLOADING CHARGES**

Excess Unloading (Demurrage Charges) \$25.00 Per ¼ HR  
(You are given 10 minutes per yard, plus an additional 30 minutes per truck to unload your concrete. Overtime is then assessed in ¼ Hour increments afterwards.)

Minimum Load Charge \$70.00 Per Truck  
(Orders less than 4 yards)

Runback Charge \$70.00 Per Truck  
(If additional yardage is delivered that could have been put on the previous load, this charge would be applicable. (I.e., A 5-yard load sent out, then later a 3-yard load.))

After 4pm \$40.00 Per Truck  
(Any concrete that is ordered for delivery after 4 pm is subject to this charge.)

**OPEN PLANT CHARGES**

Saturday Open Plant fee \$450.00 ea  
Sunday/Holiday Open Plant fee \$600.00 ea  
Saturday Delivery Charges \$40.00 Per Truck  
Sunday/Holiday Delivery Charges \$80.00 Per Truck

I acknowledge that I fully understand the additional charges, and how they may be applied to my account if it's applicable. I understand that if I have any confusion on these charges, I am responsible for contacting Advance Ready-Mix who will gladly answer any questions I may have.

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)