



# APPLICATION FOR COMMERCIAL CREDIT

2761 E. Skelly Drive

Suite 300

Tulsa, OK 74105

Office (918) 355-5700 FAX: (918) 355-5707

Applicant: Business or Corporate Name			
Business Street Address:		Billing Address:	
City:	State:	Zip Code:	City: State: Zip Code:
Business Telephone:	Business Fax :	Year Business Established:	
Business E-Mail Address:		Contact Person:	
<input type="checkbox"/> Check to receive emailed invoices			
Applicant is Engaged in Business of:			Amount Monthly Credit Desired:
Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If Yes, Please Attach a Copy of Valid Exemption Certificate			
Type of Business <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC			
SSN OR EIN:			
<b>BANK INFORMATION:</b>			
Name	Branch Address:	Account No.:	Phone No.:
<b>TRADE REFERENCES:</b>			
Name:	Address:	Account No.:	Phone No.:
Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of its Principals, Partners, Officers or Directors within the Past 6 Years? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If Yes Explain:			
Has Applicant or any of its Owners, Principals, Partners, Officers or Directors Ever filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt?			
<input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Explain:			
Is Applicant or any of its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Are There Any Past Due Taxes Owed by Applicant? <input type="checkbox"/> YES <input type="checkbox"/> NO			

The Applicant acknowledges that Applicant is furnishing the information requested herein, including the attached financial statement, for the purpose of procuring credit from time to time with Eagle Redi-Mix Concrete, LLC, known herein as ERM. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition. In consideration of ERM extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of applicant by ERM within 30 days from the date of ERM's invoice for said item unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the ERM invoice. Applicant agrees that each of the terms and conditions of sale stated on the ERM invoice or delivery ticket shall be terms in addition to those set out herein. Applicant hereby agrees to be bound by such terms and conditions. The terms and conditions of this Application for Commercial Credit ("Application") and the ERM invoices and delivery tickets referenced above shall supersede any purchase order submitted to ERM by an applicant. Applicant hereby agrees that the terms and conditions of any purchase order other than the identity of and quantity of the item(s) being purchased are null and void and of no legal effect. Applicant acknowledges and agrees that it may be subject to 1.5% per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge and interest. A part of the month is treated as a full month for the purpose of calculating service charge and interest. The service charge and interest will be due and payable on the 31st day after the original invoice date, and additional service charge and interest, computed on the same basis, will be due and payable every 30 days thereafter. Waiver of any service charge and/or interest for any one month shall not be deemed a waiver of future changes. Applicant further agrees that with regard to such charges, Applicant and ERM are parties to a written contract.

Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at ERM's option. The litigation or arbitration shall be conducted at a venue selected by ERM and in the event of binding arbitration, by an arbitration service selected by ERM. A single arbitrator shall preside over the arbitration. If the parties cannot agree upon a single arbitrator, the procedure of the arbitration service selected by ERM shall be used to select an arbitrator. If ERM retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant, including the filing of foreclosure actions on liens filed due to Applicant's failure to make payment, the Applicant agrees to pay attorney and /or collection fees, costs and other related expenses in addition to all sums due.

If this Application is approved, the Applicant may receive a credit limit which may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, even in excess of the credit limit and further acknowledges that ERM will have no liability arising out of a credit limit being exceeded. The person(s) executing the Application for Credit on behalf of Applicant hereby represents that he/she has authority to execute this Application for Credit on behalf of the Applicant and acknowledges that if no such authority exists, he/she, by executing this document, becomes personally liable under its terms. The Applicant agrees that it will not factor, sell or in any way assign the debt related to the credit given under the terms of this Application. Applicant authorizes ERM to obtain credit and financial information concerning the Applicant at any time and from any source. In addition, by signing this application the Applicant also authorizes ERM to contact the credit references listed and hereby gives permission to those references listed to release information about the undersigned's credit experience with them.

**ECOA NOTICE:** THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

**FCRA NOTICE:** THE UNDERSIGNED HEREBY CONSENT(S) TO ERM'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZE(S) ERM TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature on behalf of the Applicant, and as its duly authorized agent

Printed Name

Title/Position

**PERSONAL GUARANTY**

**(Must be completed by one or more principals of applicant if not a sole proprietorship)**

The undersigned, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, including any extension of credit to the above named applicant, does hereby unconditionally guarantee, jointly and severally, if more than one, to ERM full and prompt performance and payment of all obligations of the above named applicant to ERM and agrees that it may proceed directly against any or all of the undersigned, jointly and severally, to enforce same without necessity of taking any action whatsoever against the applicant or any of the applicant's assets or any collateral which may secure same to enforce any of the applicant's obligations. The undersigned hereby waives: any and all notice of the acceptance of this guaranty; notice of the creation of any indebtedness; any presentment, demand for payment, notice of default or non-understood to be unlimited in amount. The undersigned may, only by written notice given to and received by ERM withdraw only from liability for additional indebtedness of the above named applicant incurred after the time of receipt of such notice. The liability of each undersigned guarantor(s) is joint and several and shall not be otherwise affected but shall continue until all obligations and indebtedness of the above named applicant existing at the time of the receipt of such notice are fully paid and performed.

First Guarantor's Signature

Date:

Guarantor's Name:

SSN#

Guarantor's Address:

Phone #

Second Guarantor's Signature

Date:

Second Guarantor's Name:

SSN#

Second Guarantor's Address:

Phone #

Third Guarantor's Signature

Date:

Third Guarantor's Name:

SSN#

Third Guarantor's Address:

**SPACE BELOW IS FOR EAGLE REDI-MIX CONCRETE, LLC USE ONLY**

<b>Customer No.:</b>	<b>Manager Approval:</b>	<b>Credit Limit:</b>
CATEGORY: <input type="checkbox"/> COMM <input type="checkbox"/> RES <input type="checkbox"/> M/F <input type="checkbox"/> S/H <input type="checkbox"/> OTHER IF DECLINED; STATE REASON:		

NOTES:

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