



**BUYER'S CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT**

For the purpose of establishing open account privileges the undersigned furnishes the following information.

BUYER'S NAME: \_\_\_\_\_

ADDITIONAL TRADE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

DATE BUSINESS ESTABLISHED: \_\_\_\_\_

If incorporated, State in which incorporated: \_\_\_\_\_

ANTICIPATED MONTHLY PURCHASES: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX #: \_\_\_\_\_

TAX EXEMPT ( ) TAXABLE ( ) If tax exempt, please attach tax-exempt certificate.

CORPORATION( ) PARTNERSHIP( ) LLC( ) PROPRIETORSHIP( ) LIMITED PARTNERSHIP ( )

**Names of Owners, Partners, or Officers:**

Name	Title	Residence Address	Home Phone	Social Security #

Name of Accounts Payable Representative: \_\_\_\_\_

Name and Location of any other business owned: \_\_\_\_\_

**Banking Information:**

Name of Bank:	Branch:
Address:	Phone ( )
Checking ( ) Account #	Name of Bank Representative:
Savings ( ) Account #	

**Principal Suppliers:**

Name	Address	Phone	Balance Owed
1.			
2.			
3.			
4.			

Have you given any of the above a personal guaranty? If so, to whom? \_\_\_\_\_

If Branch or Division, location of Home Office \_\_\_\_\_

Are purchase orders required? YES ( ) NO ( )

Building: ( ) Leasing ( ) Buying ( ) Monthly Amt. \$ \_\_\_\_\_

Name of Landlord/Mortgagee: \_\_\_\_\_

Is the buyer currently in a Bankruptcy Proceeding, or has the buyer filed a Voluntary Bankruptcy, or had an Involuntary Insolvency Proceeding filed against it within the last 14 years? Are you currently a party to any lawsuit, or are there any outstanding judgments against the buyer? If the answer is yes to either, please explain on separate sheet.

**TERMS AND CONDITIONS:**

It is agreed the buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as may be amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-price differential charged (service charge) of the lesser of 1% per month (18% per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal and accumulated service charge, all without relief from valuation and appraisal laws.

If legal action becomes necessary be either buyer or seller, the buyer agrees that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by law of the state of Indiana. Buyer further agrees that in the event legal action becomes necessary by either buyer or seller, jurisdiction and preferred venue shall remain in Valparaiso, in the state of Indiana.

Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Having obtained all necessary authority, the undersigned authorizes seller and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of buyer and all owners, partners, and/or officers listed on the reverse side hereof, and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain, and use for all purposes which seller deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.

The buyer further grants to seller a security interest in buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer's attorney in fact to endorse and file on behalf of buyer any UCC 1 form to perfect or record the security interest.

All of the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the seller's invoices.

---

Buyer's Signature

---

Title

---

Date

**Unconditional Guaranty**

In consideration of the extension of credit to \_\_\_\_\_ (“debtor”) by Smith Ready Mix, Inc., and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally, “if applicable”, guarantee the full and prompt payment when due, whether by acceleration or otherwise, of all past, present and future indebtedness, obligations and liabilities of the debtor to the creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest, and attorney’s fees (“obligations”).

The undersigned waives acceptance of the Guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by the Debtor. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the Obligations, including, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligation.

The undersigned also waives any claim, right, or remedy which such guarantor may now have or hereafter acquire against the debtor that arises here under and/or from the performance by the guarantor here under including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of secured party against the debtor or any security which secured party now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Guarantor and Co-Guarantor, if applicable, authorizes creditor to investigate Guarantor’s and Co-Guarantor’s personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor’s or Co-Guarantor’s credit standing, financial circumstances and responsibility to release such information to creditor, its agents, attorneys or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain, and use for all purposes which creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

This guaranty is a continuing guaranty of payment, and shall inure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail. Termination of the guaranty by the undersigned shall not effect any of the of the guarantor’s obligations hereunder with respect to indebtedness incurred prior to the termination.

No delay on the part of the creditor in exercising any of Creditor’s options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor’s rights are cumulative and alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall inure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, jurisdiction and preferred venue shall remain in Porter County, state of Indiana.

In Witness Whereof, this document is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Guarantor (Personal Signature Only)

\_\_\_\_\_  
Co-Guarantor (Personal Signature Only)