



**APPLICATION AND AGREEMENT  
FOR CREDIT WITH PERSONAL  
GUARANTY**

MUDco Ready-Mix, LLC  
404 E. Lehigh Street  
Lubbock, TX 79403

Accounting Phone (806) 781-9500  
Dispatch Phone (806) 474-2721

Date \_\_\_\_\_

Amount of Credit Desired \_\_\_\_\_  
NOTE: FAILURE TO SIGN ALL APPROPRIATE PLACES  
OR FILL OUT COMPLETELY WILL CAUSE DELAYS  
IN PROCESSING THIS APPLICATION

<b>Legal Business Name of Borrower</b>						
<b>DBA Name</b>						
Business Street Address (Street; No PO Boxes)				City	State	Zip
Phone		Mobile		Fax		
Mailing Address (if different from above)						
Phone		Mobile		Fax		
Type of Business		Date of Formation		State of Incorporation		
Email Address				Federal Tax I.D.#		
Legal Status: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other:						
License No.		Type of License		Sales Tax/Resale No. (attach copy of certificate)		
Years in Business		Number of Years at Current Business Address				
Do you require: <input type="checkbox"/> Job Number <input type="checkbox"/> P.O. Number						
<b>Names of Principal Owners or Officers</b>						
Name		Title		SS#		
Spouse's Name (write "None" if unmarried)				SS#		
Home Address				Phone		
(Street; No PO Boxes)		City	State	Zip		
Name		Title		SS#		
Spouse's Name (write "None" if unmarried)				SS#		
Home Address				Phone		
(Street; No PO Boxes)		City	State	Zip		

**Trade References**

(Vendors you have done business with for at least one year including all material suppliers that have extended credit for at least the amount you have requested)

Name Phone Fax

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Bank Reference**

Name Contact Phone  
Address City State Zip  
Checking Account No. Other (Type/Acct#)

- A. Has the Company, or any officer or owner of the Company, ever done business with or applied for credit with MUDco Ready-Mix, LLC or any of its affiliated companies under the same or another name? If so, when and under what name? \_\_\_\_\_
- B. Has the Company of any officer or owner of the Company ever filed personal or corporate bankruptcy? If so, date of filing: \_\_\_\_\_ Date of discharge \_\_\_\_\_ State \_\_\_\_\_
- C. Has the Company or any officer or owner of the Company ever had either a Judgment or a state or federal tax lien filed against them personally or against any business entity associated with the person? \_\_\_\_\_ If so, when? \_\_\_\_\_
- D. Does the Company seeking credit own any real estate? \_\_\_\_\_ If yes, please list current address(es), market value and encumbrances on each location. \_\_\_\_\_
- E. Has the Company or any officer or owner of the Company ever done business under another name in this or another state? \_\_\_\_\_ If yes, please explain. \_\_\_\_\_

**SUBJECT TO THE TERMS OF CONDITIONS ATTACHED HERETO**

## CREDIT AGREEMENT TERMS AND CONDITIONS

**Authorization for Credit Review:** Applicant authorizes MUDco Ready-Mix, LLC (MRM) to obtain any and all information it deems necessary, including consumer credit reports, from any and all sources or references listed on this Credit Application and from any other credit bureau, creditor of Applicant, trade reference, bank or other financial institution to assist MRM in its consideration of the Credit Application.

**Payment and Interest:** Applicant agrees to pay, in full, the invoice amount for all purchases made from MRM promptly when due. Invoice amounts are due 30 days following delivery of the material ("Net 30"). MRM may apply any payment made by or on behalf of Applicant to any account then outstanding between Applicant and MRM. Applicant waives any right to require any particular application of any such payment. If Applicant fails to pay in full the invoice amount when due, MRM shall assess, without notice or further act, and Applicant hereby agrees to pay, interest charges at the rate of 1.5% per month (18% per annum), but not to exceed the maximum legal rate, if any, on any unpaid amount and MRM is not required to furnish any additional material on credit to Applicant while Applicant's account is in arrears. Applicant agrees to pay any and all fees and costs incurred by MRM if Applicant's check is returned by the bank for any reason including, without limitation, for insufficient funds. **Sales and Use Taxes:** Applicant is responsible for and agrees to pay any sales, transaction privilege or use tax due on its purchases unless Applicant has provided satisfactory proof of its tax exempt status, such as a resale or exemption certificate. MRM will include on the invoice any sales, transaction privilege or use taxes due on Applicant's purchase, if for any reason, MRM is required to pay sales, transaction privilege or use taxes in connection with any sale to Applicant. Applicant hereby agrees to indemnify and hold harmless MRM for the amount of all such tax paid and for the amount of all costs, including, but not limited to, attorneys' fees, incurred by MRM in relation thereto. **Fees for Collection:** Applicant agrees to pay any and all costs and expenses, including, but not limited to reasonable attorneys' fees, incurred by MRM in collecting from Applicant any past due amount.

**Initial Accuracy of Information:** Applicant represents and warrants that any and all information now or hereafter supplied by or on behalf of Applicant to MRM is and will be accurate and complete and Applicant will, upon request, demonstrate to MRM's satisfaction the accuracy and completeness of any such information. Applicant will promptly notify MRM of any material change in any such information.

**Change in Financial Status:** Applicant shall notify MRM by certified mail, within forty-eight (48) hours after any material change in Applicant's financial or ownership status occurs, including, but not limited to, the formation of Applicant as a corporation, limited liability company or other legal entity at any time subsequent to the date of this Credit Application.

**Joint Checks:** Applicant hereby consents to the notice by MRM to, and requirement of, any customer of Applicant for joint checks with MRM to assure the payment of MRM, even before any event of default by Applicant.

**Authority and Liability:** Applicant represents and warrants that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not a corporation or other limited liability entity, Applicant acknowledges that MRM is relying upon the creditworthiness and financial ability of the owner or owners of Applicant and upon this business name of Applicant. Therefore, in the event Applicant subsequently incorporates or becomes a limited liability entity, this Agreement will terminate immediately and MRM may declare any unpaid balance owed by Applicant to be immediately due and payable.

**Goods for Business Purpose:** Applicant represents that all goods purchased from MRM are for business or commercial resale purposes and are not intended for personal, family, agricultural or household use.

**Default:** If Applicant defaults under this Agreement, MRM may, at its option and without notice, declare the entire unpaid balance owed by Applicant under this agreement to be immediately due and payable or terminate the credit privileges of Applicant under this Agreement, or both. This occurrence of any of the following constitutes a default under this Agreement: (a) Applicant fails to fulfill any obligation or breaches any provision of this agreement; (b) Applicant or any guarantor of Applicant's indebtedness under this Agreement expires, terminates existence, abandons its business, becomes insolvent, becomes the subject of bankruptcy, receivership or similar proceedings, or makes a general assignment for the benefit of creditors; (c) any information now or hereafter supplied or representation now or hereafter made by or on behalf of Applicant to MRM is, or is believed in good faith by MRM to be inaccurate, incomplete or false in any material respect; (d) any collateral that is security for Applicant's indebtedness under this agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership or cannot be located within five (5) days after MRM demands to inspect such collateral; or (e) any other event that causes MRM, in good faith, to deem itself insecure or to believe that the prospect of payment to MRM by Applicant is materially reduced.

**Binding Agreement, No Assignment:** This Agreement inures, to the benefit of MRM, its successors and assigns and is binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and permitted assigns. Applicant may not assign or transfer this Agreement without the prior written consent of MRM.

**Waivers:** MRM may, at its option, not object to an act or omission by Applicant or permit Applicant to remedy any default under the Agreement without MRM waiving the default so remedied or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor.

**Modification:** This Agreement may not be modified or amended except by a writing signed by the person to be charged with the modification.

**Notices:** Except as otherwise provided in this Agreement, notices shall be in writing and delivered personally, mailed or sent via express delivery to: Credit Department, MUDco Ready-Mix, LLC - PO Box 1453, Wolfforth, TX 79382.

**Terms and Conditions Govern:** These terms and conditions govern any and all credit purchases made by Applicant from MRM. If the terms of the Application conflict with any purchase order or other instrument prepared by Applicant or MRM, these terms and conditions shall control.

**Facsimile Copy:** A facsimile copy or electronically signed and emailed copy shall be treated as an original.

**Governing Law, Jurisdiction:** This Agreement will be governed by the laws of the State of Texas, without giving effect to conflict of law principles. Applicant agrees that, at the election of MRM, all actions and proceedings arising from or related to this Agreement will be litigated in courts having situs within Lubbock County, Texas. Applicant consents and submits to the jurisdiction and venue of any court located within Lubbock County, Texas.

**Liens:** Applicant agrees to provide to MRM, upon request, information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices, if applicable, and claims on payment bonds or mechanic's and material men's liens.

**Remedies Cumulative:** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of, rights and remedies at law or in equity.

**Severability:** Any provision of this Agreement found to be illegal, invalid or unenforceable will be construed and enforced, to the extent practicable and lawful, so as not to be illegal, invalid or unenforceable, will be modified by a judge or arbitrator to reflect the intent of the parties, or else will be deemed severable from the remainder of this Agreement. The remaining provisions of this Agreement will remain in effect and be enforceable in accordance with their terms and enforced in such a manner as to give effect to the original intent of the parties in the macrocosm.

**Integration:** This Agreement, and any other document prepared by MRM for Applicant in connection with Applicants credit purchases of materials, including, without limitation, material quotes, bills of lading, delivery tickets, invoices and statements, contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein.

**Equal Credit Opportunity Act Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract), because all or part of the Applicant's income derives from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. If MRM denies this application for business credit, Applicant has the right to a written statement of the specific reason for the denial. Applicant can obtain the statement by sending a request to the address provided in Section 13 above within sixty (60) days from the date Applicant is notified of MRM's decision. MRM will send Applicant a written statement of the reasons for the denial within thirty (30) days of receiving Applicant's written request for the statement.

By signing this Credit Application and Agreement, the undersigned authorizes MRM, or its agent, to investigate the undersigned's credit and financial records, including banking records. As part of such investigation the undersigned authorizes MRM to request and obtain credit reports on the undersigned in connection with the opening, monitoring, renewal and extension of this and other accounts with MRM. If the undersigned requests, MRM will disclose whether the undersigned's credit report was requested and if so, the name and address of the consumer credit reporting agency that furnished the report.

The undersigned has read and hereby agrees to the terms and conditions listed above. The undersigned has signed this Credit Application in the undersigned's individual or, as applicable, corporate capacity. If credit is granted, the undersigned agrees to be liable for all obligations under this Agreement and will pay all bills when due.

Creditor:

Applicant:

**MUDco Ready-Mix, LLC**

\_\_\_\_\_  
**Applicant's Business Name**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**GUARANTEE**

For value received, the below signed individually, absolutely, irrevocably, and unconditionally guarantees payment of any sums owing by the Applicant above to MRM to the same extent as if I were the debtor on the account. I waive all demands and all notices except as above described. This is an unconditional guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. I waive all requirements of law, if any, that any collection efforts be made against the applicant or anyone else, or that any action be brought against the applicant, before resorting to this guaranty.

\_\_\_\_\_  
Printed name: \_\_\_\_\_