

APPLICATION FOR COMMERCIAL CREDIT WITH

**L**ow's Ready Mix, Inc.

10340 Hwy 20/26  
 Caldwell, ID 83605  
 Office 795-5983  
 Fax 795-5995

Date of Application: \_\_\_\_\_

Dear Customer:

We are pleased to consider your application for a charge account with Low's Ready Mix, Inc. Please help us make this determination by answering a few questions and completing both pages of this form.

1. What credit limit do you desire? \_\_\_\_\_
2. What minimum dollar amount do you anticipate purchasing each month? \_\_\_\_\_
3. Have you ever had a charge account with Low's Ready Mix, Inc. before? \_\_\_\_\_  
 If so, under what name? \_\_\_\_\_
4. Have you, as an individual or as an officer of a corporation, ever been insolvent or claimed bankruptcy? \_\_\_\_\_

Name:	Type of Business:
Mailing Address:	Years in Business:
Street Address:	Years at Current Address:
City: State: Zip:	Telephone Number: Fax Number:
If at current address less than 1 year, please give former Mailing Address:	Street Address:
City: State: Zip:	City: State: Zip:

Are you applying for credit as a Corporation? \_\_\_\_\_ Partnership? \_\_\_\_\_ Individual? \_\_\_\_\_

OWNERS	President, Partner or Proprietor _____	SSN# _____
	Vice President or Partner _____	SSN# _____
	Secretary or Individual _____	SSN# _____
	Authorized to Sign _____	SSN# _____

CREDIT REFERENCE	Name	Address	Phone #

BANK	Name	Branch or Location	Account Number

TERMS AND CONDITIONS	<ol style="list-style-type: none"> <li>1. A credit limit will be set and may be adjusted as a paying trend is established.</li> <li>2. Payment is due in full by the TENTH (10<sup>th</sup>) of the month following purchase of materials. Accounts with unpaid invoices extending beyond 30 days will be placed on a C.O.D. basis until account is brought to current.</li> <li>3. A FINANCE CHARGE OF 1 1/2 % per month on the previous balance less any payments or credits during the month will be calculated on all past due accounts. This is an ANNUAL PERCENTAGE RATE of 18%.</li> <li>4. Applicant agrees that if specific individuals are not listed as authorized to sign on account, as indicated on reverse, applicant will be liable for all payment of purchases on account.</li> <li>5. Applicant agrees in event of default, to pay all costs of collection, including whatever additional sum the court may adjudge reasonable as attorney fees and court costs in case a suit or action is commenced to collect any or all of this account.</li> <li>6. Payment received by Low's Ready Mix, Inc without designation or direction for application will be applied to service charges first and then to the oldest open invoice.</li> <li>7. Property liens will be filed at 75 days.</li> </ol>
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In signing this application I/We do hereby authorize Low's Ready Mix, Inc. to obtain credit information and do give further authorization to Low's Ready Mix, Inc. to obtain commercial credit reports on my/our behalf as deemed necessary. This authorization is in no way limited to or by the trade references and banks provided on the reverse side of this application. In the event that Low's Ready Mix, Inc. is called upon to give out commercial credit information based on the credit history established by my/our account, I/We do hereby authorize Low's Ready Mix, Inc. to release such information. The undersigned indemnify and hold harmless Low's Ready Mix, Inc. from any and all liability connected with such contact or inquiry.

I/We do hereby request commercial credit with Low's Ready Mix, Inc. and accept the terms and conditions as set forth

above:  
 Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTEE STATEMENT**

FOR AND IN CONSIDERATION of the extension of credit to \_\_\_\_\_, hereinafter referred to as BUYER, by Low's Ready Mix, Inc., and other good and valuable considerations, I (or We), jointly and severally, do hereby agree to guarantee, and by these presents do guarantee, the payment of any and all bills, or notes, for goods and merchandise sold to buyer by Low's Ready Mix, Inc. when payment for such goods and merchandise shall be due.

It is understood that this Guaranty Agreement is to apply to any and all goods and merchandise sold to buyer during the period beginning with the date hereof and extending to a time when written notice of the cancellation hereof shall have been received and accepted by Low's Ready Mix, Inc. by registered mail, and shall cover any such purchases made upon open account or evidenced by note or other instrument incurred during the period of this guaranty.

It is further understood that this guaranty shall not be waived or otherwise impaired by any extension of time for payment to buyer or any other means other than the express agreement of the parties hereto.

This agreement shall inure to the benefit of the successors and assigns of Low's Ready Mix, Inc. and shall be binding upon the successors and assigns of the guarantors.

In the event it becomes necessary to enforce the terms hereof, guarantors agree to pay all costs of collection, including a reasonable attorney's fee and court costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(This is a personal guaranty. Do not include company name or title to your signature. If operation is a partnership, include both partners' signatures.)