



Reviewed by _____ Date _____
Declined ___ Approved ___ 3000# Price _____

911 US Highway 50
Milford, OH. 45150
Phone 513-248-0090
Fax 513-248-1872

CREDIT APPLICATION/AGREEMENT/GUARANTY

Customer Credit Information

Customer Name: _____ (“Company”) F.I.N. _____ -
Street Address: _____ City & State _____ Zip _____
Phone (Bus./Res.) _____ Mobile/Pager _____
E-Mail Address: _____ Sales Tax # _____ (Attach Exemption Certificate)

**Please list any trade or assumed names
Under which the Company conducts business:**

Names, Addresses and Titles of Principals of Company

1. _____

2. _____

**Have you or an authorized representative ever signed a petition
or legal pleading, declaring bankruptcy on behalf of yourself, the
Company or any entity, which you are/have been affiliated?**

3. _____

4. _____

Yes / No

Notice of Commencement Information/Authorized Account Use

General/Subcontractors Name: _____

Address: _____ Contact/Phone _____

Job Name/Location (County Required): _____

Owner Name: _____ Address _____ Phone _____

Subcontractors that may order on account (if restricted): _____

Customer Trade References

Name	Address	Phone/Fax #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Customer Bank Information

Name _____ Address _____ Phone _____

Owner/Construction Loan _____

Account Number/Account Type _____

Credit Agreement

The undersigned hereby grants permission to Sardinia Concrete Company to investigate the Company’s credit. This permission shall continue in full force and effect until revoke by the company in a written notice delivered to Sardinia Concrete Company. The undersigned, on behalf of the company, hereby releases Sardinia Concrete Company from all liability arising out of Sardinia Concrete Company’s investigation of creditworthiness of said company.

Upon acceptance of the Company’s Credit application, Sardinia will establish an open account in the Company’s name with a pre-determined credit limit. The Company will be invoiced on a daily basis for all charges upon its credit account.

Credit Agreement (cont.)

All invoices are due within thirty- (30) days of invoice date regardless of any defenses, set-offs, and counterclaims the Company may have against Sardinia. Invoices which are not paid in full when due shall begin to accrue a finance charge on the unpaid balance until paid in full at the rate of one and one half percent (1 1/2%) per month (18% per annum), or the maximum legal rate allowed by law, whichever is less. Sardinia may terminate the Company's credit account at any time without notice.

The Company agrees to pay all costs of collection and/or costs related to securing the company's credit account, including, but not limited to, reasonable attorney fees. Exclusively Ohio law shall govern this agreement and the credit account. Any and all legal action between the parties regarding this Guaranty shall be brought only in the courts of Clermont County, Ohio, and the parties agree that said courts have personal jurisdiction over them.

The undersigned acknowledges that he/she has reviewed this Agreement and understands the terms and conditions thereof. He/She further acknowledges and certifies that the information contained herein is true and correct, and that he/she is authorized to execute the agreement on behalf of the Company.

Signature Required _____ **Date** _____

Printed Name & Title _____

Personal Guarantee

The undersigned to induce Sardinia Concrete Company to extend credit to the Company, does hereby personally and unconditionally guarantee the payment of all sums and obligation of the Company to Sardinia, now existing or hereafter arising, absolute or contingent, and all costs, legal fees and expenses incurred in the collection of the indebtedness and future advances, without the necessity of Sardinia first pursuing action against the Company. The undersigned waives any and all defenses, set-offs, and counterclaims, and all requirements for presentation, demand, protests or other notice of dishonor. The undersigned further waives notice of and consents to all changes or terms of credit, extensions of time for payment, further extensions of credit, and settlement or compromise of differences. This guarantee shall not be limited to any specific time or period, nor shall it terminate upon death.

The undersigned hereby grants Sardinia to investigate his/her credit. This permission shall continue in full force and effect until revoked by the undersigned in a written notice delivered to Sardinia Concrete Company. The undersigned hereby releases Sardinia Concrete Company from all liability arising out of Sardinia's investigation of the creditworthiness on the undersigned.

Exclusively Ohio law shall govern this Guarantee. Any and all legal action between the parties regarding this Guaranty shall be brought only in the courts of Clermont County, Ohio, and the parties agree that said courts have personal jurisdiction over them.

Personal Guarantor's Signature: _____ **Date** _____

Print Guarantor's Name: _____

Guarantor's Address: _____ **City** _____ **State** _____ **Zip** _____

Home phone: _____ **Social Security Number:** _____

Failure to complete any section of this credit application, including the Personal Guarantee section, may result in credit being denied.