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## CREDIT APPLICATION

R&R Ready Mix, Inc., Triple R Trucking, Inc., and/or Arquette Concrete and Supply, Inc.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  Individual

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  Partnership

Type of Business: \_\_\_\_\_  LLC

Employer Identification #: \_\_\_\_\_ Phone: \_\_\_\_\_  Corporation

If Subsidiary, Name of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Contractor or Builder License #: \_\_\_\_\_ D & B Rating: \_\_\_\_\_

### OFFICER, PARTNER, MEMBER OR OWNERS NAME

Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### CHARGE ACCOUNTS CURRENTLY BEING USED

\_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### BANK ACCOUNT CURRENTLY BEING USED

Bank: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

See attached Terms and Conditions of Sale

**TERMS AND CONDITIONS OF SALE**

In consideration of credit being extended to the undersigned Credit Applicant by R&R Ready-Mix, Inc., Triple R Trucking, Inc. and/or Arquette Concrete and Supply, Inc. (each a Company, collectively the "Companies") Credit Applicant certifies the truthfulness and veracity of the above Credit Application, and guarantees and binds itself to the faithful payment of all amounts purchased or now owing by Credit Applicant or any other person or entity for the Credit Applicant's benefit. In addition, the owner and/or officer, manager, or member signing on behalf of a Credit Applicant shall personally guarantee the payment of all credit extended to Credit Applicant. If any Company extends credit to Credit Applicant, all invoices of such Company are due and payable within thirty (30) days from the date of purchase. A late payment charge of 1.5% (18% annually) will be added to all balances more than over 30 days past due.

If Credit Applicant is or becomes insolvent, bankrupt, or any other proceeding materially affecting the business or property is instituted against Credit Applicant, or if Credit Applicant fails to pay the invoice(s) of any of the Companies when due, any Company may, at its option, discontinue its sales or other deliveries and pursue all remedies that are reserved to it, whether arising in the common law, by statute, or by equity, against Credit Applicant for collection of the past due amount. Any act or omission by any Company in not pursuing these rights, however, shall not be construed as a waiver of any kind. In addition, Credit Applicant shall be responsible and obligated to pay all attorney's fees, court costs, and other expenses incurred for collection or for the enforcement of this agreement.

Further, Credit Applicant agrees and consents that any action against it for collection or for enforcement of this agreement may be brought in any state or federal court that is located in, or whose district includes, the State of Michigan, and that the laws of the State of Michigan shall govern the terms and enforcement of this agreement, as well as any proceedings regarding the agreement, without giving effect to conflict of laws principles.

Any Company which has tendered an invoice to Credit Applicant retains a construction/mechanics' lien on the property to be improved. Credit Applicant expressly represents to the Companies that it has not done and will not do, either directly or indirectly, anything whatsoever which has or will have the effect of releasing, waiving, or surrendering the construction/mechanics' lien rights of any Company as to the property to be improved. No waivers of lien for materials shall be required of any Company until the same shall have been fully paid. Upon demand by any Company, Credit Applicant shall be obligated to immediately furnish all necessary legal documents and all other relevant information necessary for perfecting a construction/mechanics' lien. Credit Applicant agrees to pay for all court costs, recording fees, attorney's fees, and other expenses necessarily incurred by any Company in securing its construction/mechanics' lien rights in the event of Credit Applicant's default.

Credit Applicant, by signing below, represents that it has consented to and accepts these Terms and Conditions.

Dated: \_\_\_\_\_

CREDIT APPLICANT:

\_\_\_\_\_  
Company:

Title:

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CREDIT APPROVAL: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_ TERMS: \_\_\_\_\_

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**GUARANTY AGREEMENT - CREDIT APPLICATION**

In consideration of any credit or other financial accommodation that has been or in the future is extended by R&R Ready-Mix, Inc., Triple R Trucking, Inc., and/or Arquette Concrete and Supply, Inc., (the "Companies") to Credit Applicant named on the Terms and Conditions of Sale, and with full knowledge of the Companies' reliance on this Guaranty, the undersigned ("Guarantor"), along with any of its successors and assigns, absolutely, unconditionally, and irrevocably guarantees prompt payment when due and at all times in the future, of any amount owing on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, invoices, or open account.

In the event of default, this Guaranty shall be enforceable by any of the above Companies. Guarantor shall reimburse the Companies (or any one of them) for all costs, attorney's fees, and all other expenses at any time expended or incurred in collecting or attempting to collect any and all amounts owed by Credit Applicant or in enforcing this Guaranty.

This Guaranty shall be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflict-of-laws principles. Guarantor irrevocably agrees and consents that any action against Guarantor for collection or enforcement of this Guaranty may be brought in any state or federal court that is located in, or whose district includes, the State of Michigan, and that any such court shall have personal jurisdiction over Guarantor for purposes of that action.

This Guaranty shall be a continuing guaranty until any and all amounts owed by Credit Applicant to all of the Companies is fully paid, satisfied, or discharged. Unless and until all amounts owed are paid in full, Guarantor waives any and all claims and rights (whether arising in equity, at common law, or under a statute or agreement) of subrogation, contribution, indemnity, and exoneration against Credit Applicant or any other person liable for payment. The liability of the undersigned Guarantor(s) shall be joint and several, and shall not be conditioned or contingent on the pursuit of remedies against Credit Applicant.

Any of the Companies may obtain information about each Guarantor's credit worthiness by securing data from a credit reporting agency.

Dated: \_\_\_\_\_

GUARANTOR(S):

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