



Ballard Concrete, LLC
2601 Buttermilk Road
Cottondale, AL 35453
205-892-9200

APPLICATION FOR CREDIT

SECTION I: APPLICANT (CUSTOMER)

 Legal Name of company or individual

 Number of years at this address

Year Established _____

Year Incorporated _____

(** Hereafter defined as the "APPLICANT" or "APPLICANT CUSTOMER," including the PERSONAL GUARANTY FOR CORPORATE / BUSINESS ACCOUNTS referred to in Section VI)

 Street Address

 Telephone

 Mailing Address

 Account Payable Contact

 City, State, Zip Code

 Account Payable Email Address

 S.S. or Federal I.D. Number

 Credit limit applying for

HEREBY applies for credit in accordance with the terms of 30 days (NET30) set by Ballard Concrete, LLC.

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL

SECTION II: BUSINESS DESCRIPTION

____ CORPORATION, ____ PARTNERSHIP, ____ PROPRIETORSHIP, ____ LLC, ____ OTHER,
 ____ Check here if incorporated within the last 12 months

Description of Business _____ How long in business? ____ Months ____ Years

Have you ever filed Bankruptcy? ____ Yes ____ No

SECTION III: OFFICER/S, PARTNER/S, PROPRIETOR, OWNER, MEMBER INFORMATION

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

SECTION IV: CREDIT REFERENCES AND CREDIT INFORMATION AUTHORIZATION

A. BANK REFERENCE:

Bank Name & Contact (PRINT)

Email Address

Phone

B. TRADE REFERENCES:

Business Name & Contact (PRINT)

Email Address

Phone

1. _____

2. _____

3. _____

****** All sales will be C.O.D. until credit is approved.**

The undersigned hereby instructs, consents, and authorizes Ballard Concrete, LLC. ("Ballard"), to investigate APPLICANT's credit history as needed, including but not limited to obtaining consumer credit reports and any other information that will aid in the making a determination to extend credit. The undersigned warrants and certifies that all credit and financial institution information on this form is true and correct. The undersigned authorizes all banking institutions, trade references and credit reporting agencies and/or its/their agents to release to Ballard all necessary information via telephone, mail, electronic mail or facsimile as requested for the purpose of obtaining a credit line. The undersigned warrants and certifies I/we fully understand Ballard's credit terms and agree to the proper payment in consideration of extended credit. The undersigned agrees to all terms and conditions, including but not limited to those found in Section V. herein.

Signed by _____ (Print Name) on behalf of _____
(Print Name of Business) on this _____ day of _____, _____.

Authorized Name: _____ **Title:** _____

Authorized Signature _____ **Date:** _____

Ballard Credit Manager: Shelby Smith Email: office@ballardconcrete.com
Phone: 205-892-9200 Credit Terms: NET 30

SECTION V: TERMS AND CONDITIONS

This Application, including all information contained herein, is a request for an extension of business credit to defer payment for purchase of construction materials by APPLICANT from BALLARD. By submitting this Application to BALLARD, APPLICANT hereby agrees to Ballard Terms and Conditions, including but not limited to the following:

(Net 30) APPLICANT agrees: (1) to pay BALLARD a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by the laws of the State of Alabama, and; (2) that in the event of a conflict between the terms and conditions found herein and terms and conditions found in any related BALLARD documents, the terms and conditions of this Application shall control.

APPLICANT authorizes BALLARD from time to time to: (1) to obtain one or more credit reports from any reporting agency and to obtain information regarding APPLICANT from any creditor of APPLICANT, including, but not limited to, each of the credit references listed herein; (2) reinvestigate credit status as BALLARD deems necessary, and; (3) act as a credit reference for APPLICANT by responding to inquiries from other/potential creditors of APPLICANT regarding transactions or experiences with APPLICANT. APPLICANT authorizes each of the creditors to provide BALLARD from time to time any/all necessary information at will aid BALLARD in its credit investigation. BALLARD reserves the right to limit, terminate, or change the terms of any extension of credit to APPLICANT at its sole discretion.

APPLICANT will advise BALLARD in writing at the address referenced on BALLARD invoices of any changes which occur regarding any information included in this Application or any other information which may affect ability to pay, and until such time, BALLARD may continue to rely on this information. Any changes in legal status or the information provided in Section II or III must be communicated at least five (5) business days in advance by Certified US Mail. The original APPLICANT will remain liable until such time as BALLARD has been given a reasonable period of time to respond to any notice regarding changes in legal status. APPLICANT agrees that all Terms and Conditions are governed by the laws of the State of Alabama and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. APPLICANT shall pay all costs of collection, including, but not limited to, reasonable attorney's fees, or the maximum costs allowable under state law, should all or any part of this account be placed for collection. APPLICANT agrees to waive the right to a jury trial in the event BALLARD is required to institute suit for collection of any sums due hereunder and that any and all claims arising out of or relating to any sale or extension of credit by BALLARD, including, but not limited to, any action by BALLARD to collect on account, may be filed in a Federal or State court located in Tuscaloosa County, Alabama. APPLICANT consents to the exercise of non-exclusive personal jurisdiction over APPLICANT by a Federal or State court located in Tuscaloosa County, Alabama and to extraterritorial service of process, if necessary. APPLICANT agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to BALLARD, by Certified US Mail at the address found on its invoice, within ten (10) days of receipt of such products by APPLICANT. BALLARD may, at any time, assign its right for payment hereunder. APPLICANT and BALLARD agree that BALLARD retains and is hereby granted a security interest in all goods sold on credit terms to APPLICANT and BALLARD has a legal right and is authorized to file any/all financial statements required to perfect such security interest.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on behalf of APPLICANT; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by APPLICANT will be made in the ordinary course of business of APPLICANT for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual.

APPLICANT Authorized Name: _____ **Title:** _____

APPLICANT Authorized Signature _____ **Date:** _____

SECTION VI -PERSONAL GUARANTY

To induce BALLARD to sell concrete and extend credit to the above named APPLICANT, the undersigned Guarantor hereby unconditionally, jointly and severally guaranties /guaranty the payment of any indebtedness, which may at any time and from time to time be incurred by APPLICANT to BALLARD. For this and other good and valuable consideration BALLARD has extended credit and/or may in the future extend credit by reason of request and reliance upon Guarantor representations; and in the event of any default at any time by said APPLICANT, BALLARD shall be entitled to obtain immediate payment of any indebtedness from the undersigned Guarantor, without prior notice or demand.

Undersigned Guarantor/s hereby certify the truthfulness and accuracy of the information and documents provided and statements made to BALLARD by APPLICANT in connection with the extension of credit to APPLICANT, If credit is extended to a corporation or partnership or other applicable corporate entity in which we, or either of us, or I am an officer or partner, or in which an interest exists, I and/or we personally guarantee payment of all indebtedness to BALLARD for credit extended to the corporation, partnership or other corporate entity. The undersigned further agree(s) to pay any and all expenses paid or incurred by BALLARD in attempting to collect the indebtedness, including but not limited to court costs and reasonable attorney's fees. Guarantor agree/s that this Personal Guaranty is subject to acceptance and shall be deemed to have been executed in Tuscaloosa County, Alabama and shall be governed by the laws of the State of Alabama. All of the undersigned and each of them agree/s that exclusive jurisdiction and venue for and/all suits, proceedings and other actions in any way relating to or arising out of this Personal Guaranty and/or credit extended, shall be in Federal and/or State courts in Tuscaloosa County, Alabama. BALLARD retains and is hereby granted a security interest in all goods sold on credit terms to APPLICANT and BALLARD has a legal right and is authorized to file any/all financial statements required to perfect such security interest. In the event any provision herein is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Personal Guaranty and this Guaranty shall be construed, in all respects, as if such invalid or unenforceable provision or provisions were omitted.

NOTICE: IT IS IMPORTANT THAT YOU THOROUGHLY READ BEFORE SIGNING.

