



SEQUATCHIE CONCRETE SERVICE, INC.

P. O. Box 129
South Pittsburg, TN 37380
423-837-7913 800-824-0824 WATS
423-837-7479 FAX

CREDIT APPLICATION

DATE: / /

ACCOUNT TO BE IN NAME OF: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____

CITY/STATE: _____ ZIP: _____

CONTACT NAME: _____ POSITION: _____

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LIMITED LIABILITY CORP.

No. Yrs. in Business: _____

PHONE #: () _____

FAX #: () _____

MOBILE #: () _____

Bank and Trade Credit Information: (if you are an individual contracting your own home, list construction lender here)

BANK or LENDING INSTITUTION: _____ ADDRESS: _____

NAME of LOAN OFFICER or CONTACT: _____ PHONE #: () _____

Firms with whom you have established credit history in an amount similar to the credit line requested from us:

NAME:	CITY/STATE:	TELEPHONE #:
1) _____	_____	() _____
2) _____	_____	() _____
3) _____	_____	() _____
4) _____	_____	() _____
5) _____	_____	() _____

Business Ownership Information:

1) NAME: _____ TITLE: _____ SOC. SEC. #: _____ DOB: / /

ADDRESS: _____ HOME PHO: () _____

2) NAME: _____ TITLE: _____ SOC. SEC. #: _____ DOB: / /

ADDRESS: _____ HOME PHO: () _____

3) NAME: _____ TITLE: _____ SOC. SEC. #: _____ DOB: / /

ADDRESS: _____ HOME PHO: () _____

Additional Information:

ADDRESS OF FIRST DELIVERY: _____

SUBDIVISION NAME: _____ LOT/ BLOCK: _____ COUNTY: _____ STATE: _____

PROPERTY OWNED BY: _____

AMOUNT OF CREDIT REQUESTED: \$ _____ ESTIMATED FIRST DELIVERY DATE: _____

IF TAX EXEMPT - TAX EXEMPTION #: (Copy of Certificate Required) _____

SPECIAL INSTRUCTIONS or ARRANGEMENTS: (if any) _____

SEQUATCHIE SALESPERSON: _____ PLANT LOCATION: (City) _____

If Individual Contracting Own Home:

YOUR SS#: _____ DOB: / / EMPLOYER: _____ CITY/STATE: _____

If this is to be a joint account with your spouse, complete the following: SPOUSE NAME: _____

SPOUSE SS#: _____ DOB: / / EMPLOYER: _____ CITY/STATE: _____

IMPORTANT: PLEASE READ AND SIGN THE CHARGE ACCOUNT AGREEMENT ON THE REVERSE SIDE

SEQUATCHIE CONCRETE SERVICE, INC.

P. O. BOX 129
SOUTH PITTSBURG, TN 37380

CHARGE ACCOUNT AGREEMENT

In consideration of Sequatchie Concrete Service, Inc. ("SCS") permitting purchases to be charged to the Buyer, the Buyer (whether one or more) and any Guarantor (whether one or more), jointly and severally agree to the following terms regarding all such purchases made by the Buyer (*When reference is made to Buyer or Guarantor, the singular shall become the plural.*)

1. To pay for all purchases made and charges to Buyer's account within (30) days of date of invoice.
2. If invoice is not fully paid within thirty (30) days of date of invoice, a time price differential (**FINANCE CHARGE**) on the balance of any charges, after all payments and credits, at the rate of 1.5% per month (an **ANNUAL PERCENTAGE RATE of 18%**) will be charged.
3. If account becomes delinquent, SCS is authorized to add to account any and all cost involved in the collection process including reasonable attorney's fees and court costs, as permitted by law.
4. Any action to collect any balance due shall be instituted in Marion County, Tennessee. The Buyer and any Guarantor do hereby submit to the jurisdiction of the appropriate Court in Marion County, Tennessee, and do waive any right to object to jurisdiction. Notwithstanding the foregoing, SCS shall have sole and exclusive right to institute any action in the county where Buyer made purchases or has principal place of business, or where Buyer or any Guarantor reside.
5. The information on the Credit Application is for the purpose of establishing & maintaining credit, and SCS is authorized as needed, now or in the future, to obtain from any source any and all information deemed necessary by SCS to determine the credit and financial responsibility of the Buyer and any Guarantor, and SCS is authorized to release information regarding the performance of this agreement. SCS may reproduce the Credit Application and/or Charge Account Agreement for the purpose of furnishing to any person or legal entity, a copy hereof, SO AS to allow the release of any and all information relative to Buyer's and any Guarantor's credit and financial responsibility. SCS and any individual or firm furnishing SCS with credit and financial information relative to the Buyer and any Guarantor, is released from any and all liability of every nature, kind and description including but not limited to disclosures under the Fair Credit Reporting Act, 15 U.S.C. 1681, et seq., and under any applicable state laws, for any investigation made by SCS, or made by any third party on behalf of SCS.
6. SCS may change the terms of this Agreement or include new terms upon providing Buyer with proper written notice.
7. Any guaranty is unlimited, unconditional, and continuing. Any revocation by any Guarantor shall be in writing and effective only if delivered by certified mail to Sequatchie Concrete Service, Inc., P. O. Box 129, South Pittsburg, TN 37380, return receipt requested, and shall be effective only as to charges made after such notice is received by SCS. Any Guarantor waives notices of acceptance, extension of credit, presentment, and demand for payment on Buyer, notice of default, extension of payment time, acceptance of partial payment, demand for payment, and all other such notices to which Guarantor might otherwise be entitled.
8. Any change in legal identity of Buyer will not be effective until a new agreement has been executed and approved by SCS.
9. When purchases by Buyer are used on property not owned by Buyer, but property is managed or controlled by Buyer, or either owned, managed or controlled by a principle or guarantor of Buyer, said purchases shall be construed as being purchased by property owner.
10. The availability of credit to Buyer is conditional upon a determination of extension of credit each time an order is placed. Decisions with respect to the extension or continuation of available credit shall be in the sole discretion of SCS. In the event SCS shall decide, in its sole discretion, to suspend or discontinue sales to the Buyer, and subsequently shall from time to time decide to resume or to continue sales to Buyer, then this Agreement shall not be terminated, but shall remain in full force and effect during any such period of suspension and resumption of sales.
11. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

THE UNDERSIGNED ACKNOWLEDGES THAT THIS ENTIRE AGREEMENT HAS BEEN READ AND UNDERSTOOD, AND THAT BUYER AND ANY GUARANTOR ARE BOUND BY THE TERMS AND CONDITIONS HEREOF

DATE _____ 20____

-----IF CORPORATION or LLC-----

Name of Firm (Buyer):	
Authorized Signer:	Title
Guarantor:	
Guarantor:	

-----IF INDIVIDUAL or PARTNERSHIP-----

Buyer:
Buyer:
Buyer:
Buyer: