

CAPITAL CONCRETE INC.
400 STAPLETON STREET, NORFOLK, VA 23504
CREDIT DEPARTMENT: (757)627-0630 FAX: (757)627-3927

CREDIT APPLICATION

This credit application is made this _____ day of _____, 20_____

Business / Customer Name: _____ Bus. Phone: _____

Address: _____ Bus. Fax: _____

_____ Email: _____

Employer Tax Identification Number: _____ Website: _____

Business Property Address: _____

Lease Own By Applicant

Landlord's Name & Address: _____

Applicant is a: Sole Proprietorship Partnership Corporation Limited Liability Company

Type of Business: _____ How long in business? _____ yr. _____ mo.

Owner's Name: _____ DOB ____ / ____ / ____ SSN ____ - ____ - ____

Home Phone Number: _____ Owner's Title : _____

Spouse's Name: _____ DOB ____ / ____ / ____ SSN ____ - ____ - ____

Home Address:

Street: _____ City: _____ State: _____ Zip: _____

How long have you lived at this address? _____ years _____ months

Initials

Additional Principals of Applicant:

1. Name: _____ DOB ____/____/____ SSN ____-____-____

Address: _____ How long? ____ yrs. ____ mo.

2. Name: _____ DOB ____/____/____ SSN ____-____-____

Address: _____ How long? ____ yrs. ____ mo.

Accounts payable contact name: _____ **Phone #:** _____

Business Checking Account:

1. Bank Name: _____ Address: _____ Acct #: _____

Contact: _____ Title: _____ Phone Number: _____

2. Bank Name: _____ Address: _____ Acct #: _____

Contact: _____ Title: _____ Phone Number: _____

Supplier References:

1. Name: _____ City/State: _____ Phone #: _____

Fax #: _____ Contact Person: _____

2. Name: _____ City/State: _____ Phone #: _____

Fax #: _____ Contact Person: _____

3. Name: _____ City/State: _____ Phone #: _____

Fax #: _____ Contact Person: _____

4. Name: _____ City/State: _____ Phone #: _____

Fax #: _____ Contact Person: _____

● Has Applicant or any of its owners, principals, partners, officers, or directors ever filed a petition in bankruptcy or assignment of for the benefit of creditors? _____ If yes, give the name of the petitioner, when and City / State where filed and disposition.

●Has a tax lien or civil suit been filed against Applicant or any of its owners, principals, partners, officers, or directors within the past six years? _____Yes _____No. If yes, give name of Plaintiff, date & place of suit, amount and disposition.

FAILURE TO FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN IT TO CAPITAL CONCRETE, INC MAY RESULT IN A DELAY IN OBTAINING YOUR MATERIALS.

AUTHORIZATION / TERMS OF ACCEPTANCE

Applicant authorizes Capital Concrete Inc. to make whatever credit inquiries Capital deems necessary in connection with this credit application or in the course of review or collection of any credit extended in reliance on this application. Applicant further authorizes and instructs any person or credit-reporting agency to compile and furnish Capital Concrete Inc. any information it may possess or obtain in response to such credit inquiries.

Applicant represents and warrants that the information contained in this application is true and correct and understands that Capital Concrete Inc. is relying on same in deciding to whether to extend credit to Applicant. Applicant agrees to submit his, hers or its most recent financial statement and a list of all creditors who hold liens or security interests in assets of the Applicant upon request.

Applicant agrees to pay all invoices for labor, materials or equipment supplied to the Applicant or Applicant’s representative upon receipt unless otherwise expressly agreed in writing. Applicant agrees to pay, upon demand, a late charge of 1.5% per month (APR 18%) for all invoiced amounts that have not been paid within thirty (30) days from the invoice date.

Should Capital Concrete Inc. refer any past due balance to any attorney or collection agency for collection, a collection fee equal to 33% of any sums due from Applicant, together with any other fees, Court costs or expenses incurred in collection of the past due balance shall also be due. Interpretation of this document and resolution of all disputes shall be governed by the laws of the State of Virginia. Applicant hereto knowingly and intentionally waives the right to a jury on any issue or dispute that may arise.

Applicant hereby agrees that in the event any dispute, difference or disagreement shall arise between Capital Concrete Inc. and Applicant, exclusive venue to resolve such dispute shall be in the General District Court or Circuit Courts of the City of Norfolk or Virginia Beach, Virginia, at Capital Concrete’s election. Applicant hereby consents to the exercise of jurisdiction by the aforesaid Courts of the Cities of Norfolk or Virginia Beach over Applicant.

Should Applicant fail to return to Capital Concrete, Inc an original, signed Credit Application, a copy received by facsimile, email or otherwise shall be deemed legally sufficient and admissible evidence as to Applicant's agreement to the terms and conditions contained herein.

If credit is granted, Capital Concrete Inc. may suspend or terminate credit to Applicant at any time, for any reason, or no reason at all, without incurring any liability to Capital Concrete, Inc.

Applicant agrees that each and every term and condition of this Authorization shall be a term and condition of every future sale to Applicant, regardless of whether these terms or conditions are stated on any particular invoice.

Should any provision of this Authorization be determined by a Court of competent jurisdiction to be invalid, illegal or unenforceable, said provision shall be deemed deleted from this authorization to the extent necessary to render the authorization valid, legal and enforceable, without affecting any of the other terms and conditions.

The undersigned warrants that the above agreement has been read and understood: in the case of a corporation, limited liability company or partnership, the undersigned represents that he or she has authority to enter into this Credit Agreement on behalf of said entity.

Officer Signature: _____	Officer Signature: _____
Title of Officer: _____	Title of Officer: _____
Print Name: _____	Print Name: _____
Date Signed: _____	Date Signed: _____

PERSONAL GUARANTEE OF PAYMENT

In consideration of the extension of credit by Capital Concrete Inc. to the above Applicant, the undersigned, having a direct and substantial proprietary interest in Applicant, does hereby unconditionally guaranty to Capital Concrete Inc. the full and prompt payment when due of all indebtedness, obligations and liabilities of Applicant to Capital Concrete Inc. as expressed above, now existing or hereafter created or arising, and including the agreed upon collection fees and costs referenced above in collection of such indebtedness or part thereof or in enforcing the terms of this guarantee. The incorporation, merger, reorganization or sale of the Applicant's business shall not operate as a termination of this guarantee, and the guarantee shall continue as to credit extended to such other entity. Guarantors hereby agree that in the event any dispute, difference or disagreement shall arise between Capital Concrete Inc. and Applicant, exclusive venue to resolve such dispute shall be in the General District Court or Circuit Courts in the City of Norfolk, Virginia or Virginia Beach, at Capital Concrete's election.

This Personal Guarantee shall remain in full force and renew itself each time a purchase is made and shall remain in force until such time as Capital Concrete is notified in writing by registered mail that the undersigned Guarantor(s) is/are terminating their guarantee. Such termination shall not affect liability hereunder for orders placed prior to Capital Concrete Inc's receipt of such notice. Guarantors understand and agree that all costs of collection, including Court costs, 33% attorneys fees if placed in the hands of an attorney for collection and interest at the rate of 18% per annum are due in addition to the purchase amounts should payment not be made as provided above.

Guarantor's Signature: _____ Date: _____

Printed Name: _____

Guarantor's Address: _____

Guarantor's Signature: _____ Date: _____

Printed Name: _____

Guarantor's Address: _____

Any use of Guarantor's corporate title is only to identify his / her position in the company and in no way negates his or her personal guarantee. The undersigned hereby consents and authorizes Capital Concrete Inc to obtain a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/ or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Capital Concrete Inc to use a consumer credit report on the undersigned from time to time for the extension or continuation of the business credit represented by the credit application. The undersigned as an individual(s) hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et. Seq.

Name: _____ Signature: _____

Name: _____ Signature: _____

Initials