



Ready Mix Concrete

(Established 1916)

Van Horn Concrete

3770 AIRPORT ROAD
WATERFORD, MICHIGAN 48329

TWO LOCATIONS

Auburn Hills (248) 332-9169
Waterford (248) 623-6000
Adm. Office (248) 623-4830
Fax (248) 623-6265

Credit Application and Agreement

A. APPLICANT

Legal Business Name: _____
(List all Trade Names, DBA's, Divisions or Subsidiaries)

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

Mailing Address: _____ City _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Ship to Address: _____

Estimated Annual Sales: _____ Person to contact about Account: _____

Amount of Credit Requested: \$ _____ Type of Business _____ How Long in Business _____

B. BUSINESS INFORMATION

Sole Proprietorship Owner _____ SS# _____

Partnership Partner _____ SS# _____

Partner _____ SS# _____

Corporation/LLC President/Member _____ SS# _____

Vice President/Member _____ SS# _____

Secretary/Member _____ SS# _____

Treasurer/Member _____ SS# _____

Federal Tax No. (if applicable) _____ Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank _____ Branch _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Acct. No. _____ Type of Acct. _____

Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

D. TRADE REFERENCES (Please fill out 3 references)

<u>Name</u>	<u>Contact</u>	<u>Email</u>	<u>Phone#</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **Van Horn Concrete** to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

Credit Agreement: Your signature below means that in consideration of Van Horn Concrete extending credit to you that you agree to the following terms:

1. We have the right to reduce or withdraw your credit privileges at any time.
2. You will pay the invoices per the terms on each invoice, normally net 30 days, unless otherwise agreed upon.
3. Any invoices not paid within 30 days will have interest added, currently 1.5% per month, or 18% per year.
4. Should your account become 60 days delinquent, we may cancel all credit privileges and begin collection efforts. **In the event collection efforts become necessary, the applicant shall be responsible for any and all costs including but not limited to: interest, late fees, collection costs, attorney fees and court costs.**

Signature Title Date

Personal Guarantee: In consideration of and as an inducement for Van Horn Concrete to extend credit to the above named party, the undersigned shall jointly, severally, and unconditionally guarantee to Van Horn Concrete the prompt and full payment when due, of each and every claim hereinafter due Van Horn Concrete. In the event of default, **Van Horn Concrete** may seek payment from the undersigned without the need to proceed first against the above party. The undersigned also agrees to pay all reasonable legal costs and collection fees on such purchases or on this guaranty. Any guarantor may terminate their obligations under this guaranty by providing written notice to **Van Horn Concrete**. However, said termination notice shall not discharge guarantor’s obligations regarding debts up to the date said termination notice is received.

Applicant’s Name Applicant’s Signature Date

VENUE: All amounts due for purchases from **Van Horn Concrete** are payable at **Van Horn Concrete, 3770 Airport Rd. Waterford, MI 48329**. It is further agreed that this agreement is entered into in the state of Michigan and is governed by the laws of the state of Michigan.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Van Horn Concrete** in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.