



MASSEY BROS CONCRETE
10600 Wireway Dr. Dallas, TX 75220
Main (214) 764-5198

CREDIT APPLICATION

1. Business Data

Legal name of company (hereafter "company") _____

DBA or Trade styles _____

Mailing address _____ City _____

_____ County _____ State _____

Zip _____ Street address _____

_____ City _____ County _____

State _____ Zip _____ Business phone _____

Fax _____ Website _____

Company is a _____ Corporation* _____ LLC* _____ Partnership _____ Proprietorship Other: _____

*State and date of incorporation/ formation _____ FEI Number _____

2. Owner(s)/officers/managers:

Name: _____ Title _____

Home address _____ SS# _____

Driver License No: _____ State Issued _____

Type of business _____ Years in business _____

Accounts payable-contact name _____ Phone _____

Email _____ Fax _____

3. Trade and Credit References

Name _____

Address _____

City/State/Zip _____

Account Number _____

Contact _____

Email _____

Name

Address

City/State/Zip

Account Number

Contact

Email

Name_____

Address_____

City/State/Zip_____

Account Number_____

Contact_____

Email_____

Name

Address

City/State/Zip

Account Number

Contact

Email

4. Bank References:

Name of Bank _____ Account Number _____
Address _____ City/State/Zip _____
Contact Name _____ Phone Number _____

5. Estimated Purchases (monthly or weekly): _____ month /week (please circle one)

Project Information Sheet

Job Name: _____
Job Number: _____
Job Address: _____

General Contractor: _____
Mailing Address: _____
Contact: _____ Phone: _____
_____ GC
Email: _____

Owner/Contracting Party: _____
Mailing Address: _____
Owner Phone: _____
Owner Email: _____

Public Work: YES or NO (circle one)

Lender/Bond Agent: _____

Mailing Address: _____

Bond Number: _____

****If YES, must submit copy of payment bond to start project****

This Application, including all the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Massey Bros Concrete LLC ("MBC"). By submitting this Application to MBC, Applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay MBC for each purchase made hereunder, as follows: (Net 30) Applicant agrees to pay MBC a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by State Law.

Applicant agrees that each individual sale shall be subject to these Terms and Conditions, the terms and conditions set forth by MBC, including the General Terms and Conditions which form a part thereof, and, if applicable, any terms and conditions relating to the delivery or shipment of construction materials by truck which are provided by MBC to Applicant. MBC may at any time, assign its right for payment hereunder.

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 MBC, by certified mail at the address found on its invoice, within 7 days of receipt of such products by Applicant.

Applicant authorizes MBC from time to time 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 in Section 3. Applicant further authorizes each of the creditors to give to MBC from time to time all necessary information that will aid MBC in its credit investigation. Applicant further authorizes MBC to reinvestigate credit status from time to time as MBC deems necessary. MBC reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion.

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 will advise MBC in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided in Section 1 or 2) or any other information which may affect ability to pay, and until such time, MBC 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 business days in advance by certified mail. Applicant further agrees that these Terms and Conditions are governed by the laws of the state where the shipments originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection, including, but not limited to, attorneys fees equal to the greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event MBC is required to institute suit for collection of any sums due hereunder. Applicant agrees that all claims arising out of or relating to any sale or extension of credit by MBC, including, but not limited to, any action by MBC to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Principal/Owner: _____
Authorized signature Title Date

Principal/Owner: _____

Authorized signature

Title

Date

PERSONAL GUARANTEE

In consideration of Massey Bros Concrete LLC (“ MBC”) extending credit to_____ (“Applicant”), the undersigned personally (and if more than one, jointly and severally), unconditionally and irrevocably guarantees to MBC, the full and prompt payment when due, whether by agreement, acceleration, default, demand or otherwise, of all indebtedness of Applicant to MBC, including but not limited to Applicant’s obligations in conjunction with invoices, bills of lading or goods sold on credit. This is a continuing and unlimited guarantee of payment and MBC is not required to proceed against Applicant or to enforce any other remedy before proceeding against the undersigned. The obligation of the undersigned shall be unaffected by any change in the terms, release or compromise of the indebtedness of the Applicant or undersigned to MBC. It is understood that this guarantee shall benefit MBC’s successors and that it shall bind the undersigned’s executors, beneficiaries, representatives or successors. The undersigned waives all notices and demands of any kind. All debts or obligations of the Applicant which are owed or may be owed to the undersigned in the future are subordinate to this guarantee and to the obligations and the indebtedness of the applicant to MBC. The undersigned authorizes MBC to secure a credit report and agrees to the release of personal credit information to MBC whether now or in the future, and a photocopy or facsimile signature shall be effective as an original for these purposes.

Printed Name	Guarantor Signature	Printed Name	Guarantor Signature
SSN	Date	SSN	Date