

Alamo Concrete Products Company

P. O. Box 34210
San Antonio, TX 78265
(210) 208-1549 Fax: (210) 208-1650
Email: credit@alamoconcrete.com

Application for Commercial Credit Only

Applicant authorizes Alamo Concrete Products Company to check all credit references and information provided and to utilize all other credit resources deemed necessary by Alamo Concrete Products Company to determine the Applicant's credit worthiness.

Legal Name of Business _____

Trade Name _____

Mailing Address _____

Business Address _____

Telephone Number _____ Fax Number _____

Check One: Proprietorship _____ Partnership _____ Corporation _____ Limited Liability Co. _____
What type of Contractor are you? (check all that apply) _____ Residential _____ Commercial _____ Municipal _____

Who is your Alamo's Salesperson _____

List Names of Owner/Partners/Officers: Their Titles /Resident Address and Social Security Numbers:

In Business Since _____ Type of Business _____
Annual Sales _____ Number of Employees _____

Credit References: (When possible, suppliers of similar type)

	Name	Fax	Area code/Telephone #
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____

Banking Information:

Name	Fax	Area Code/Telephone #
_____	_____	_____

Checking Acct# _____ Savings Acct# _____

Loans: No _____ Yes _____ Secured: No _____ Yes _____ Collateral: _____

Alamo Concrete Products Company

CREDIT AGREEMENT

Company Name (Print)

Street Address

City, State, Zip

ALAMO CONCRETE PRODUCTS COMPANY

6981 E. EVANS ROAD

P.O. Box 34210

SAN ANTONIO, TX 78266

BUYER

SELLER

The above Buyer desires to maintain a credit account with Seller, and agrees to the following terms, charges and conditions:

1. Buyer understands its responsibility at the time of purchase necessary to furnish all information to properly invoice Buyer for any merchandise or service furnished by Seller.
2. Buyer agrees to pay Seller for all sales on account on or before the 10th day of the month following the date of invoice (unless otherwise specified in the particular invoice) at Seller's offices at: 6981 E. Evans Road, San Antonio, Bexar County, Texas 78266 or, if by mail: P.O. Box 843912, Dallas, 75284-3912. It is agreed that interest will be charged at the rate of 12% per annum and shall be due and payable on all outstanding balances in Buyer's account which are due and unpaid by the 10th of the month following the date of invoice. Any partial payments upon the account shall be credited first to the accrued service charges if any, and then to the unpaid principal balance of the account, unless otherwise decided by Seller. In no event shall a service charge or interest exceed the highest rate permitted by law, and any excess service charge shall be credited to Buyer's account. Buyer agrees any amounts due the Buyer such as a credit balance can be used to offset amounts due on outstanding invoices at the Seller's discretion.
3. If the account is placed in the hands of an attorney for collection, or pursued through probate, bankruptcy or other judicial proceedings by an attorney, Buyer, its heirs, successors and assigns, agrees and promises to pay reasonable attorney's fee for collection, plus any and all other costs and expenses of collection.
4. If Buyer is not an entity (i.e. corporation, limited liability company (LLC), limited partnership, etc.) at the time the Credit Agreement is executed but subsequently becomes an entity, with or without the knowledge of Alamo Concrete Products Company, Buyer and entity shall be bound by these terms and conditions and shall be liable to Alamo Concrete Products Company for any indebtedness incurred by, assumed by, or transferred to such entity. Buyer hereby represents that none of the credit extended by Alamo Concrete Products Company to Buyer is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes.
5. The laws of the state of Texas shall govern the interpretation and enforceability of this agreement, and any suit to enforce this agreement shall be brought in Bexar County, Texas. This agreement and all purchase orders shall be accepted at the offices of Seller in San Antonio, Texas, and performance by both Buyer and Seller will occur in San Antonio, Texas, unless otherwise agreed in writing. No provision of this agreement shall be modified or limited except as agreed to in writing by the parties hereto. If any provision hereof shall for any reason be or become invalid or unenforceable, the remainder hereof shall not be affected thereby. No waiver of any obligation under this agreement by Seller shall operate as a waiver of any other obligation. The undersigned warrants that he has executed this agreement as an act of and with full authority to bind Buyer.

Authorized Signature

**Print Name of Individual Authorized to Sign
(Must be Officer or owner of company)**

Individual's Title

Date

ALAMO CONCRETE PRODUCTS COMPANY

P. O. Box 34210
San Antonio, TX 78265
210-208-1549 Fax: 210-208-1650
Email: credit@alamoconcrete.com

CERTIFICATION & RELEASE AUTHORIZATION TO VERIFY CREDIT REFERENCES AND BANK INFORMATION

I confirm that the information contained in this credit application is true and accurate. The information included in this application is for the use by Alamo Concrete Products Company (Alamo) in determining the amount and conditions of credit to be extended. I understand that Alamo may use other sources of data necessary to make a determination. Further, I authorize the bank and trade references listed to release information necessary to assist Alamo in establishing a line of credit. In the event that there is any dispute hereunder, Seller (Alamo) may recover attorney's fees plus costs, including any additional costs for appeal and/or collection of any judgment obtained. I authorize Alamo to report my credit and employment history and to answer questions about Alamo's credit experience with me.

Signature (Required)

Name (Printed)

Title

Date

INDIVIDUAL CONSUMER CREDIT REPORT RELEASE AUTHORIZATION

The undersigned (I, acting in my individual capacity even though the party applying for credit with Alamo may be a corporation, partnership, LLC or other form of business entity, referred to in this document as Applicant) hereby consent(s) to Alamo Concrete Products Company (Alamo)'s use of a non-business, consumer credit report on the undersigned (Applicant) in order to further evaluate the creditworthiness of the undersigned (Applicant) 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 (Applicant) hereby authorize(s) Alamo Concrete Products Company to utilize a consumer credit report on the undersigned (Applicant) from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned (Applicant) as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq. By authorizing Alamo to obtain a consumer report on me, I am not asserting and I do not intend to suggest that I am applying for consumer credit with Alamo as defined by the Fair Credit Reporting Act and as defined by the Texas Finance Code.

Signature of Applicant (as defined in above paragraph)

Signed this _____ day of _____ 20__

My LEGIBLE PRINTED NAME IS: _____ My Social Security No is: _____

The name of the business Seeking Credit from Alamo (if different from named Applicant) is:

My relationship to the Entity applying for credit from Alamo is as follows: Circle all that apply to you:

SHAREHOLDER OFFICER DIRECTOR MEMBER GENERAL PARTNER LIMITED PARTNER SOLE PROPRIETOR
OTHER _____

ALAMO CONCRETE PRODUCTS COMPANY CONTINUING PERSONAL GUARANTY

FOR A GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, whether one or more ("Guarantor"), jointly and severally hereby unconditionally guarantee the payment of all obligations of _____ ("Debtor"), to Alamo Concrete Products Company ("Creditor"). This Guaranty shall be a continuing and absolute Guaranty and shall remain in full force and effect notwithstanding the fact that, at any time, or from time to time, there is no indebtedness due and owing from Debtor to Creditor. This Guaranty shall be subject to discontinuance only upon Creditor actually receiving written notice from Guarantor, by certified mail, return receipt requested, of discontinuance of this Guaranty, but no such notice shall affect or impair the obligation of Guarantor hereunder with respect to any indebtedness existing at the date of receipt of such notice by Creditor. Any such notice of discontinuance by Guarantor shall not affect or impair the obligations hereunder of any other Guarantor, their obligations to continue in full force and effect. This Guaranty shall not only cover principal, but all interest and all penalties, fees and expenses, including, but not limited to, attorney's fees paid or incurred by Creditor in endeavoring to collect any indebtedness guaranteed hereunder or any part thereof, and in enforcing this guaranty.

Without further authorization from or notice to guarantor, Creditor may grant credit to Debtor from time to time in such manner, on such terms, and for such times as it deems best, and may alter, compromise, accelerate, extend or change the time or manner for the payment of any indebtedness.

Within 30 days after written demand, Guarantor agrees to pay any indebtedness guaranteed hereunder to Creditor at its offices at: 6981 E. Evans Road, San Antonio, Bexar County, Texas 78266, or, if by mail: P.O. Box 34210, San Antonio, Texas 78265, as if such indebtedness were a direct obligation of Guarantor. Guarantor agrees that, if any indebtedness or part thereof to Creditor is rescinded or must otherwise be returned by Creditor upon the insolvency, bankruptcy or reorganization of debtor or otherwise, this Guaranty shall remain in full force and effect as though such payment to Creditor had not been made.

Guarantor hereby expressly waives the following:

- a. Notice of the acceptance of this Guaranty:
- b. Notice of the existence or creation of all or any part of the indebtedness:
- c. Presentment, notice of dishonor, protest and all other notices whatsoever:
- d. All diligence in collection or protection of, resort to, or realization upon the indebtedness or any part thereof of any obligation hereunder.
- e. Any right of subrogation until all indebtedness hereby guaranteed has been paid in full:
- d. Any right to require Creditor to pursue any security or secured collateral or to sue debtor to collect any indebtedness as a prerequisite to Creditor taking any action against Guarantor, or any right to have debtor joined with Guarantor in any suit brought against Guarantor on this Guaranty. Guarantor acknowledges that this Guaranty shall remain binding notwithstanding the release by agreement or by operation of law of, or extension of time to, any other Guarantor.

This Guaranty shall be binding upon the Guarantor and upon the heirs, legal representatives, successors and assigns of Guarantor. No delay on the part of Creditor in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise thereof of the exercise of any other right or remedy. No action of Creditor permitted hereunder shall in any way impair or affect this Guaranty or any obligation of Guarantor hereunder. This Guaranty shall be and continues effective notwithstanding any legal disability of debtor to incur the indebtedness in whole or in part, or the death, incapacity or disability of Debtor or any other Guarantor of Debtor and notwithstanding any right or power of Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability of any obligation of Guarantor. Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective. Anything to the contrary herein, or in any document related hereto, Guarantor shall never be obligated to pay more than the highest rate of interest allowed by law in connection with the indebtedness guaranteed hereunder.

EXECUTED at _____, _____, this _____ day of _____, 20 ____

(Guarantor's Signature) – Personally

Social Security Number

(Guarantor's Signature) – Spouse Personally

(Guarantor's Signature) – Personally

Social Security Number

(Guarantor's Signature) – Spouse Personally

This continuing Guaranty must be signed by a person in his INDIVIDUAL CAPACITY rather than as an officer of a corporation.

Alamo Concrete Products Company

ALAMO CONCRETE PRODUCTS COMPANY
P.O. Box 34210
San Antonio, TX 78265
(210)-208-1549 FAX (210) 208-1650

CONTRACTOR PROJECT INFORMATION

YOUR COMPANY NAME & ADDRESS:

For this project, are you the:

____ General Contractor ____ Sub-Contractor ____ Owner ____ Other, explain: _____

Approximate number of yards required: _____ Project Scope: Start Date _____ End Date _____

GENERAL CONTRACTOR:

Name _____

Address _____

City _____ State _____ Zip _____

Telephone # _____ Fax # _____

PROJECT INFORMATION:

Project Name _____

Exact Physical Address _____

Legal Description _____

City _____ State _____ Zip _____

County _____ Purchase Order Required? YES/ NO PO# _____

Property Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # _____ Fax _____

Form complete by: _____

IF THE PROJECT IS BONDED, PROVIDE:

Name of Surety: _____

Address: _____

Telephone: _____ Bond #: _____

If this project is **BONDED**, please provide a copy of the Bond.

If this project is **Non-Taxable**, please provide a copy of the Tax Certificate.