



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: _____

Person to contact about Account: _____

Type of Business: _____ How Long in Business: _____

B. BUSINESS INFORMATION

Sole Proprietorship Owner: _____ SS#: _____

Partnership Partner: _____ SS#: _____

Partner: _____ SS#: _____

Corporation/LLC President: _____ SS#: _____

Vice President: _____ SS#: _____

Secretary: _____ SS#: _____

Treasurer: _____ 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.: _____

Bank: _____

Branch: _____ Phone: _____

Address: _____
City State Zip

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

Acct. No.: _____ Type of Acct.: _____

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

D. TRADE REFERENCES (Please fill out 3 references)

1. Name: _____ Contact: _____

Address: _____
City State Zip

Phone: _____

2. Name: _____ Contact: _____

Address: _____
City State Zip

Phone: _____

3. Name: _____ Contact: _____

Address: _____
City State Zip

Phone: _____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We here by authorize **Cement Products & Supply Co., Inc.** 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 TERMS: The terms of sale are Net 11. All invoices are due **Cement Products & Supply Co., Inc.** Accounts not paid by the 30th of the month following purchase, are subject to interest charges at a rate of one and one half percent (1½ % per month).

PAYMENTS: All amounts due for purchases from **Cement Products & Supply Co., Inc.** are payable at **P.O. Box 12, Lakeland, FL 33802-0012.** It is further agreed that this agreement is entered into in the state of Florida and is governed by the laws of the state of Florida.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Cement Products & Supply Co., Inc.** in writing of any change in ownership, the name of the business or structure of the business under which credit is established.

VENUE: In the event it shall become necessary to collect any outstanding amount owed to **Cement Product & Supply Co., Inc.** the purchaser agrees to pay all costs thereof, including a reasonable attorney's fee, and the venue to be Polk County, Florida.

The undersigned certifies the above information to be correct, that it is submitted for the purpose of obtaining credit, and agrees to all conditions of sale set forth.

This credit application must be signed by the owner, or if incorporated, by a corporate officer.

Firm Name: _____

By: _____ Print Name: _____ Title: _____

By: _____ Print Name: _____ Title: _____

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **Cement Products & Supply Co., Inc.**, the undersigned hereby make this unconditional and absolute guarantee of payment of all sums due **Cement Products & Supply Co., Inc.** by the above Corporation. I/We understand that this is a continuing guarantee and that it will remain valid as long as the account is opened. The undersigned waives presentment, demand, protest, notice of protest, notice of nonpayment, notice of acceptance or non-acceptance, and notice of default. I/We further agree that **Cement Products & Supply Co., Inc.** may proceed against the undersigned directly and independently of the above named Corporation.

Sign Name Print Name Date

Sign Name Print Name Date

Witness

The Federal Equal Opportunity Act prohibits creditors from discriminating credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter 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.