



Credit Application and Account Agreement

EAGLE ROCK CONCRETE LLC
 8311 Bandford Way Suite 7
 Raleigh, NC 27615
 Office (919) 781-3744 Fax (919) 845-3080
www.EagleRockConcrete.com

General Information

Name of Individual or Business			DBA (If different than Name of Individual or Business)		
Billing Address			Phone Number	Fax Number	
City	State	Zip Code	Date Business Established		

Corporate Structure

Please check any/all that apply:

- Corporation
- Individual/Sole Proprietor
- LLC
- Partnership
- In Business Within the Past 12 Months

Accounts Payable Contact Name	Accounts Payable E-mail Address
Accounts Payable Phone Number	Accounts Payable Fax Number
Federal ID Number or Social Security Number	

Business Type

Please check any/all that apply:

- Commercial
- Residential
- Other

Tax Exempt

- Yes – Attach Certificate
- No

Bonded

- Yes – Attach Bond
- No

Purchase Orders Required

- Yes
- No

Project Name
Project Address
Estimated Yards/Month
Name of Bonding Company (If Bonded)
Address of Bonding Company
Phone Number

Ownership

1				
Name of Principal	Title	Phone Number	Fax Number	
City	State	Zip Code	Cell Number	E-mail Address
2				
Name of Principal	Title	Phone Number	Fax Number	
City	State	Zip Code	Cell Number	E-mail Address
3				
Name of Principal	Title	Phone Number	Fax Number	
City	State	Zip Code	Cell Number	E-mail Address
*				
Registered Agent	Title	Phone Number	Fax Number	
City	State	Zip Code	Cell Number	E-mail Address

Bank Reference

Bank Name			Financial Officer's Name	E-mail Address
City	State	Zip Code	Phone Number	Fax Number
Is there a Line of Credit (LOC)?			<input type="checkbox"/> Yes	_____
			<input type="checkbox"/> No	If yes, amount available?

Business References

1 _____
 Company Name of Current Supplier of Concrete Contact Name E-mail Address
 City State Zip Code Phone Number Fax Number
 2 _____
 Company Name Contact Name E-mail Address
 City State Zip Code Phone Number Fax Number
 3 _____
 Company Name Contact Name E-mail Address
 City State Zip Code Phone Number Fax Number

Are you now in a bankruptcy proceeding, or have you filed a bankruptcy or had an involuntary insolvency proceeding filed against you? ___yes ___no
 When _____ Where _____

Are you currently a party to any lawsuit, or are there any outstanding judgments against you or your business?

YES [] NO [] Explain: _____

Note: The terms of this agreement supersede terms and conditions of any purchase order submitted

TERMS AND CONDITIONS:

1. All amounts paid by the 10th day of the month following month of purchase may be allowed a discount unless quoted on a net basis. Any amount not paid by the discount date will be due 30 days following invoice date. You, as Buyer ("Buyer") agree that Buyer will pay all invoices within the stated terms and agree to all terms contained in invoices supplied by Eagle Rock Concrete, LLC ("Seller") as may be amended from time to time. In the event payment is not timely made, Buyer agrees to pay a finance charge of 1½% per month (18% per annum) or at the highest rate allowed by law on all overdue amounts, and to pay all collection costs incurred by Seller in enforcement of the terms and conditions of this agreement, including court costs, reasonable attorney's fees, and collection agency fees.

In conformity with North Carolina General Statute § 24-5, the aforementioned contract rate also applies after judgment. In the event that purchases are made in conjunction with a concrete supply agreement in place between a builder and Seller, payments will be made to Seller through a joint check agreement between finisher, builder, and Seller. In no event will payments be made any later than 90 days after date of invoice.

2. Buyer agrees that this agreement will be governed by the laws of the State of North Carolina and that in the event legal action becomes necessary, jurisdiction and venue shall be in North Carolina.

3. Buyer agrees that any line of credit desired or approved is not a limitation of liability, and Buyer expressly agrees that Buyer will be responsible for valid charges in excess of a credit limit.

4. Buyer hereby authorizes the Seller to utilize oral or written consumer credit reports on Buyer from time to time in connection with the extension or continuation of the business credit represented by this credit application. Buyer authorizes the Trade References listed herein to release to seller any information concerning the credit or financial status of buyer.

5. Buyer agrees that all information supplied by Buyer herein is correct to the best of Buyer's knowledge, and Buyer understands that all goods or services purchased from Seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the Seller's invoices, delivery tickets and/or statements.

6. If the Buyer's legal structure or ownership changes after the execution of this Application, Buyer shall notify Seller in writing within 15 days of such change and both Buyer and any subsequent owner, entity or individual from such change in legal structure or ownership shall be liable to Seller for any indebtedness incurred by Buyer, other entity or individual.

7. Buyer understands that all goods or services purchased from Seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the Seller's invoices, delivery tickets and/or statements. The terms and conditions of this Application shall apply to and govern all purchases of goods by the Buyer from Seller regardless of any terms of any preceding or subsequent purchase order(s) of the Buyer and regardless of any oral promises of any employee of the Seller. **In the event of any conflict between the provisions of this Agreement and the terms of any other agreement, sales order, purchase order, oral statement or otherwise, the terms and conditions of this Agreement shall control.**

8. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

9. Seller shall have the sole discretion and complete right to apply any payment received from Buyer in any manner which Seller deems proper unless otherwise specified in the remittance by Buyer.

10. Buyer agrees and stipulates that a copy, facsimile and/or electronic version of this Application and all other documents between Buyer and Seller shall be binding between Seller and Buyer without the necessity of Seller producing an original document.

11. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY MATERIALS OR PRODUCTS SOLD. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HERBY DISCLAIMED AND EXCLUDED BY SELLER.

12. Seller shall not be liable for any damages or other losses resulting from any delay in delivery or performance where such failure is the result of a cause beyond the Seller's reasonable control including but not limited to, an act of God, any government laws, regulations, or order, shortage of material, or any other cause beyond the Seller's reasonable control.

This document is executed on the ____ day of _____, 20 ____.

 Name of Corporation/Partnership/Proprietorship

By: _____

Title _____

Initials ____ _