To provide you with the best possible line of credit for your company, please complete this form and **return it to the source.**

Company Legal Name: FEDERAL TAX I.D. NO. DBA: Year Business Started In:

Address: Phone: ( )

City: State: Zip: Fax: ( ) Billing Address:

City: State: Zip: E-Mail

Expected Monthly Order $

## SALES TAX INFORMATION

Taxable Sales: YES \* NO If No, please provide us with a copy of a re-sale or exemption Certificate, otherwise taxes will be charged to your account.

**BANK INFORMATION**: A signature is required for processing.

Bank Name: Checking Acct: Saving Acct: Loan:

Signature Authorizing Bank to Supply Information:

**MAJOR TRADE REFERENCES**: Fax #’s are needed for processing.

1. Name: Fax: Phone:
2. Name: Fax: Phone:
3. Name: Fax: Phone:

The above information is accurate and was given for the purpose of obtaining credit. I hereby agree to the standard “Terms and Conditions of Sale Including Limitations of Warranty” and compromise to pay the balance due on the terms assigned to my account. **OPEN ACCOUNT TERMS ARE NET 7, 10, 15, or 30 DAYS FROM INVOICE DATE BASED ON CREDIT ANALYSIS.**

Signature: Title: Printed: Date:

CREDIT AGREEMENT

* 1. Project Name: Address General Contractor Company Name: General Contractor Contact Name General Contractor Contact Number Owner of Project Name: Owner of Project Phone Number
	2. Project Name: Address General Contractor Company Name: General Contractor Contact Name General Contractor Contact Number Owner of Project Name: Owner of Project Phone Number
	3. Project Name: Address General Contractor Company Name: General Contractor Contact Name General Contractor Contact Number Owner of Project Name: Owner of Project Phone Number

# Principals and Officers

1. Name: Title: Phone:
2. Name: Title: Phone:
3. Name: Title: Phone:

Have any of the principals named herein had, in the last Fifteen years, a lawsuit(s), a judgment(s), a bankruptcy, or any other legal proceeding filed against them?

() Yes () No

If the answer above is “YES,” please explain.

# II. Credit Agreement

* 1. **Payment Terms:** Our terms are next 7,15 and 30 days. From the date of invoice with payments expected on a buy-weekly basis.
	2. **Credit Limit:** TEXAS FRACSAND MATRIALS Aggregates reserves the right to adjust the credit limit from time to time as TEXAS FRACSAND MATRIALS Aggregates deems appropriate. TEXAS FRACSAND MATERIALS Aggregates may request a financial statement at any time. Any accounts with a credit limit of $50,000 or higher will be required to file a financial statement with TEXAS FRACSAND MATERIALS Aggregates on an annual basis.
	3. **Collateral:** A personal guarantee and a credit card are required to secure the account as it should not be considered a line of credit. Consequently, TEXAS FRACSAND MATERIALS Aggregates reserve the right to demand and expect payment of all balances, in full, at any time. I hereby authorize TEXAS CONCRETE SAND & GRAVEL. to charge any unpaid balance on my account to the following credit card. It is my understanding that *no charge will be made without prior notice.*

Type of credit card: ( ) VISA ( ) MASTERCARD ( ) AMERICAN EXPRESS

Name As It Appears on Card Card Number Exp. Date Signature X

* 1. **Personal Guarantee:** For consideration of the extension of credit, I hereby personally guarantee payment of all charges made in connection with this account. I waive any requirement that TEXAS FRACSAND MATERIALS Aggregates notify me of default by the buyer. This shall be a continuing personal guarantee and shall not be affected by any modifications to this agreement with or without my consent. Personal Signature

Date Printed Name Social Security # Address Driver’s License #

( ) Own ( ) Rent ( ) Married\* ( ) Single

* 1. **Service Charges:** A service charge of 2% per month (24% per year) will be added to all accounts for invoices unpaid 30 days beyond the next 30-day terms.
	2. **Default:** An account is considered in default if any portion of the account balance remains unpaid for 60 days beyond the following 30-day terms.
	3. **Collections & Attorney’s Fees:** An account considered in default may be placed in the hands of a collection agency or an attorney to collect an outstanding balance. All collection costs, fees, and /or court costs associated with this action will be the responsibility of the account holder or guarantor.
	4. **Signature of Corporate Officer:** The undersigned has read and agrees to all terms set herein.

X Signature Date

This instrument was acknowledged before me on the day of

Notary Printed Name Notary Public, State of Texas

TEXAS FRACSAND MATERIALS

1025 Hueni Rd. Porter, TX. 77365

MAIN EMAIL- billing.tfsm@gmail.com

CC. GABRIELA.TCSG@GMAIL.COM