



Current Date

ATTN: CREDIT DEPARTMENT

P.O. Box 50685  
Springfield, MO 65805-0685  
(417) 831-7622  
Fax (417) 831-7236

Company Name

Doing Business As

Address

City  State  Zip Code

Phone Number  Cell

### PRINCIPALS

Owner/Partner or President  Social Security #

Address  City  State  Zip Code

Owner/Partner or Vice-President  Social Security #

Address  City  State  Zip Code

Owner/Partner or Sec/Tres  Social Security #

Address  City  State  Zip Code

### OWNERSHIP STATUS

Business is a:  Individual Proprietorship  Partnership  Corporation  Limited Liability Co.

Years in business  Years under current owner

If proprietorship or partnership:

Spouse Name  Where employed  Phone Number

Spouse Name  Where employed  Phone Number

Annual Sales volume this year (est)  Annual Sales volume last year (actual)

Is C.O.D. acceptable until credit is established?  Are you a division, affiliate or subsidiary of another company?

If yes, Name  Phone Number

Address  City  State  Zip Code

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## BANK EXPERIENCE

Checking Account  Business  Personal

Savings Account  Business  Personal

Name	<input type="text"/>	Name	<input type="text"/>					
Address	<input type="text"/>	Address	<input type="text"/>					
City	<input type="text"/>	State	<input type="text"/>					
	Zip Code	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Acct #	<input type="text"/>	Phone Number	<input type="text"/>	Acct #	<input type="text"/>	Phone Number	<input type="text"/>	

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## TRADE REFERENCES WHERE CREDIT IS NOW EXTENDED

Name	<input type="text"/>	Name	<input type="text"/>								
Address	<input type="text"/>	Address	<input type="text"/>								
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Acct #	<input type="text"/>	Phone Number	<input type="text"/>	Acct #	<input type="text"/>	Phone Number	<input type="text"/>				
Name	<input type="text"/>	Name	<input type="text"/>								
Address	<input type="text"/>	Address	<input type="text"/>								
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>	City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Acct #	<input type="text"/>	Phone Number	<input type="text"/>	Acct #	<input type="text"/>	Phone Number	<input type="text"/>				

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## TERMS/PAYMENTS

The undersigned (the "Applicant") hereby applies for credit with Concrete Company of Springfield Inc. and/or Conco Quarries, Inc., and/or Christian County Concrete Company, Inc., and/or Concrete Company of the Ozarks, Inc., and/or Materials Management Resources - All doing business as "Conco Companies." (the "Company").

The applicant hereby agrees and acknowledges that the following represent the TERMS AND CONDITIONS OF CREDIT for which applicant is applying:

- The amount of credit extended, if any, is at the sole discretion of the company.
- The Credit extended by company may be modified, withdrawn or amended by Company at any time without notice.
- All credit extended is payable by the applicant upon billing. Cutoff date is the 25th of each month. All purchases from the 1st of the month through the 25th are due when billed and no later than the 10th of the following month. Purchases on the 26th through the end of the month are considered as purchases in the next monthly accounting period.
- Applicant need not have credit approval to do business with Company and the Company accepts C.O.D. and pre-payment and Applicant's business checks with prior written approval of Company.
- Payment of invoiced amounts shall be made in full. Any partial payments will first be credited against the oldest invoice. Applicant waives any right under the Uniform Commercial Code adopted by the State of Missouri to designate in any manner where company shall apply payments.
- No materials will be delivered if payments are not fully current.
- There will be a \$35.00 service charge for each dishonored check presented to the Company.
- Overdue invoices will be charged 1 1/2% per month - 18% annually (or any part thereof) interest charge (or the highest interest rate permissible under applicable law, whichever is higher). If collection efforts are necessary, Applicant agrees to pay all costs of collection including, but not limited to, investigator fees, collection agency charges, title report fees, collection costs, attorney's fees and court costs incurred.
- If an invoice or statement is disputed, the invoice must nevertheless be paid as billed, accompanied by a letter concerning the dispute. Good faith efforts will be extended by the Company to reconcile the dispute before the next monthly billing date.
- In the event applicant fails to pay according to the terms, applicant agrees to pay all costs of collection, including, but not limited to, all collection agency charges, mechanics' lien filings and enforcement suit fees, title searches, attorney fees, recording fees, expert witness fees, and all other court cost expenses incurred by Company.
- Minimum order: for concrete is 4 yards, on Quarry materials is 18 tons. There will be an additional charge on all orders under these numbers.

· Time is of the essence of this agreement. All rights and remedies of the company are cumulative and not alternative and no waiver of any default or breach of this agreement by the Applicant shall operate as a waiver of any other default of breach by the Applicant.

· It is specifically agreed that the interest and collection costs including, but not limited to, attorney's fees and other costs described above, shall be considered a part of the agreement between the Applicant and Company notwithstanding any other contract, subcontract or agreement to the contrary, this agreement being deemed to be prior, superior and paramount to all other contracts or agreements between Applicant and Company.

The applicant fully understands the and agrees to the foregoing TERMS AND CONDITIONS OF CREDIT and hereby applies for credit as herein provided. The applicant further represents that the information set forth in this application is true and correct and acknowledges the the Company will rely on the truthfulness of the contents in granting credit.

The undersigned also agrees that the Company is hereby authorized to obtain bank reference, credit reports, and business reference information and documentation in order to verify the contents of this application and Applicant's credit standing. The undersigned hereby authorizes the above designated banks and business reference to release such information and documentation to the Company.

Applicants and undersigned do hereby enter their waiver and consent to venue and jurisdiction for the enforcement of this agreement in any state or federal court in Greene County, Missouri.

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Signature of Applicant

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Spouse Signature

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Spouse Social Security Number

If the applicant for credit is a corporation or limited liability corporation (LLC), all persons signing on behalf of said corporation or LLC hereby acknowledge that they are signing this Application of behalf of the corporation or LLC, as the case may be, and individually, and they are hereby guaranteeing performance of payment by a corporation or LLC in order to obtain the extension of credit to said corporation or LLC. If the applicant is an individual or partnership, Applicant represents that Applicant is signing individually and on behalf of any spouse or partner as agent of such spouse or partner and that they are thereby guaranteeing performance of payment by such individual or partnership in order to obtain the extension of credit to said individual or partnership.

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Signature of All Applicants (required)

**NOTICE TO OWNER:** FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

**CONSENT OF OWNER:** CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF BALANCE NOT PAID.

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Signature of All Applicants (required)