

3170 N. OHIO STREET
WICHITA, KANSAS 67219
Dispatch: (316) 832-0006
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CREDIT APPLICATION AND AGREEMENT

COMPANY NAME:	
Address:	City/State/Zip:
Phone:	Fax:
E-MAIL ADDRESS:	
Federal Tax ID #:	Principal Officer:
Sales Tax Exempt? Yes _____ No _____	Title:
Please send exemption certificate with application.	AP Contact:

BANK REFERENCE

Bank Name:	Address:	City/State/Zip
Bank Contact:	Phone:	Fax:

TRADE REFERENCES (3 required)

Company Name	City	State	Phone & Fax
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF CREDIT IS GRANTED BY ANDALE READY MIX CENTRAL, INC. (ANDALE), BY SIGNING BELOW, I AND THE ABOVE NAMED COMPANY (HEREAFTER COLLECTIVELY REFERRED TO AS "I" OR "ME") AGREE TO PAY ALL BILLS WITHIN THE STATED TERMS OF SALE. THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND ANDALE IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDITWORTHINESS OF THE ABOVE NAMED COMPANY. ANDALE IS FURTHER AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE PROPRIETORS, PARTNERS, PRINCIPALS, KEY SHAREHOLDERS, MEMBERS, MANAGERS, OR OWNERS. SHOULD CREDIT AVAILABILITY BE GRANTED BY ANDALE, ALL DECISIONS WITH RESPECT TO THE EXTENSION OR CONTINUATION SHALL BE IN THE SOLE DISCRETION OF ANDALE.

I AGREE TO PAY A SERVICE CHARGE OF \$30.00 FOR ANY CHECKS RETURNED BY THE BANK FOR ANY REASON. AN 18% A.P.R INTEREST CHARGE WILL BE APPLIED ON ALL PAST DUE INVOICES. IF PAYMENT IS NOT RECEIVED BEFORE NINETY (90) DAYS FROM THE DATE OF THE INVOICE, A LIEN WILL BE FILED ON THE PROPERTY WHERE THE WORK WAS PERFORMED. THE LIEN WILL NOT BE RELEASED UNTIL FULL PAYMENT IS RECEIVED. I UNDERSTAND THAT BY SIGNING THIS CREDIT APPLICATION AND AGREEMENT

(AGREEMENT) THE TERMS AND OBLIGATIONS IMPOSED UPON ME APPLY TO ALL SALES FROM ANDALE TO ME AT WHATEVER TIME AND AT WHATEVER DATE.

SHOULD LEGAL ACTION BE TAKEN TO RECOVER MONIES OR PAYMENTS OWED BY ME TO ANDALE, I UNDERSTAND I WILL BE LIABLE FOR ALL EXPENSES, LEGAL OR OTHERWISE, INCLUDING ATTORNEY'S FEES INCURRED BY ANDALE OR FEES OWED TO ANY DEBT COLLECTOR EMPLOYED BY ANDALE TO COLLECT DEBT.

IN ANDALE'S SOLE DISCRETION, ANDALE MAY ELECT, BUT IS NOT REQUIRED TO RESOLVE ANY DISPUTE OR CONTROVERSY ARISING FROM THIS AGREEMENT BY BINDING ARBITRATION PURSUANT TO THE RULES AND PROCEDURES ESTABLISHED BY THE AMERICAN ARBITRATION ASSOCIATION. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PARTIES AGREE THE AMERICAN ARBITRATION ASSOCIATION'S EXPEDITED RULES SHALL APPLY AND THEY WAIVE ALL RIGHT TO ANY HEARING REQUIRING WITNESS PRODUCTION. THE ARBITRATOR SHALL ISSUE AN AWARD BASED UPON THE WRITTEN DOCUMENTARY EVIDENCE SUPPLIED BY THE PARTIES. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL. IF ANDALE PREVAILS AT THE ARBITRATION, ANDALE IS ENTITLED TO ALL COSTS AND EXPENSE ASSOCIATED WITH THE ARBITRATION.

ANDALE RESERVES THE RIGHT TO WITHDRAW CREDIT AT ANY TIME, FOR WHATEVER REASON, IN ITS SOLE AND ABSOLUTE DISCRETION WITHOUT PRIOR NOTICE. AT THAT TIME, THE BALANCE OF THE INVOICE IS DUE IMMEDIATELY. ALL INFORMATION GIVEN AS PART OF THIS AGREEMENT BECOMES THE INTELLECTUAL PROPERTY OF ANDALE. I ACKNOWLEDGE THE LIEN NOTICE IF TERMS ARE NOT MET. **I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:**

APPLICANT'S NAME: _____ **TITLE:** _____

DATE: _____ **APPLICANT'S SIGNATURE:** _____

FOR OWNERS, PROPRIETORS, PARTNERS, S-CORPORATIONS, LLCs, AND KEY SHAREHOLDERS

I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY CREDIT HISTORY.

DATE: _____ **APPLICANT'S SIGNATURE:** _____

PERSONAL GUARANTEE

THE UNDERSIGNED, FOR CONSIDERATION, DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE NAMED COMPANY. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO ANDALE'S PRINCIPAL OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE ANDALE AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

GUARANTOR'S NAME: _____ **SIGNATURE:** _____

HOME ADDRESS: _____ **CITY/STATE/ZIP:** _____

DATE: _____ **TAX I.D. OR S.S. NO:** _____