

APPLICATION FOR CREDIT

**MARK TWAIN HOLDING CO., LLC, dba**

**MARK TWAIN REDI-MIX**

P.O. BOX 430 • HANNIBAL, MO 63401 • PH: 573-221-5958 • FAX: 573-221-1896

Applicant Legal Name \_\_\_\_\_ Monthly Credit Requested \$ \_\_\_\_\_

Legal Entity ( ) Corporation ( ) Partnership ( ) List Other \_\_\_\_\_ Federal EIN \_\_\_\_\_

Business Address: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Fax Number \_\_\_\_\_

***COMPANY PRINCIPALS, TITLE AND RESIDENCE ADDRESS***

Name \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

***BANK REFERENCES***

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mail Address \_\_\_\_\_ Account Type \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer or Department \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mail Address \_\_\_\_\_ Account Type \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer or Department \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

***TRADE AND/OR CREDIT REFERENCES***

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mail Address \_\_\_\_\_ Account Type \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer or Department \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mail Address \_\_\_\_\_ Account Type \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer or Department \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mail Address \_\_\_\_\_ Account Type \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer or Department \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**CREDIT AGREEMENT**

By submitting this application for credit to purchase redi-mix concrete or other supplies from Mark Twain Redi-Mix, I am acknowledging that the above information is correct, complete and true. In consideration for the credit extended to the undersigned person, persons or company (hereinafter sometimes referred to as Applicant, whether referencing one or more signatories), I (we) agree that any indebtedness for product or services that is provided or rendered by Mark Twain Redi-Mix, shall be due and payable by Applicant within THIRTY (30) DAYS from the date when the product is provided. Customers with account balances more than thirty (30) days old will be placed on COD until all outstanding balances are paid in full. Failure to pay account balances in a timely manner could result in revocation of credit purchase privileges at the seller's discretion. **In the event of default in payments on any invoices, Mark Twain Redi-Mix, shall have the right to declare all invoices immediately due and payable.**

Any outstanding balances will be charged a one and one-half percent ( 1 ½%) per month ( 18%) per annum, simple interest service fee on the unpaid delinquent balance.

Applicant agrees to pay all costs for reprocessing checks for insufficient funds and in the event that the account of Applicant is placed for collection, Applicant agrees to pay all costs of collection including, but not limited to, reasonable attorney's fees and court cost fees, incurred by the company.

Applicant agrees to all the terms and conditions of this Agreement. This Agreement, together with all invoices, purchase orders, and the exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bids/bid responses, and understandings between the parties relative to the subject matter hereof. No changes to this Agreement or any purchase orders will be made or be binding upon either party unless made in writing and signed by each party. By signing this Agreement, Mark Twain Redi-Mix, and Applicant each represent that it has the authority to bind its respective party to this Agreement.

All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Mark Twain Redi-Mix . Applicant shall provide Mark Twain Redi-Mix, with financial statements and such further information as may reasonably be requested from time to time. Applicant hereby authorizes any and all creditors, banks, trade references, etc. to release to Mark Twain Redi-Mix, all information concerning Applicant regarding their solvency, financial strength, payment history and credit worthiness. Applicant authorizes Mark Twain Redi-Mix, to obtain credit report that will be ongoing and related not only to the evaluation and/or extension of the credit requested, but for any legitimate purpose associated with the account from time to time. Each individual signing below further waives any right or claim in which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**GUARANTY**

The undersigned Principal(s) of Applicant, by reason of their financial interest in Applicant and as an inducement for Mark Twain Redi-Mix, to extend credit to Applicant, hereby jointly and severally, irrevocably, and unconditionally guarantee to Mark Twain Redi-Mix, and its subsidiaries, affiliates and successors (each a Guaranteed Party) and assigns the prompt and full payment (and not merely the ultimate collectibility) and performance of all obligations of Applicant to each Guaranteed Party, whether now existing or hereafter arising. The undersigned authorizes Mark Twain Redi-Mix, to verify this information and/or additional information by obtaining data from a credit-reporting agency. If Applicant or its business is hereafter sold, this guaranty shall continue to apply to all credit thereafter made available to that Applicant or its business (as the case may be) until such time as Mark Twain Redi-Mix, has received 5 days advance written notice (via certified mail, return receipt requested and delivered to the address on the face of this application) that Applicant and/or Principal(s) will no longer be responsible for credit thereafter made available with respect to that Applicant or its business.

**THE UNDERSIGNED ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY MARK TWAIN REDI-MIX. FROM TIME TO TIME, AS MARK TWAIN REDI-MIX, MAY DEEM NECESSARY IN ITS CREDIT EVALUATION. *If more guarantors are needed, attach extra page with additional names and signatures***

\_\_\_\_\_  
Guarantors Signature

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Guarantors Signature

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Credit Approved By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Credit Refused By

\_\_\_\_\_  
Date