



Application For Credit  
Huey Stockstill, Inc.

All Divisions and Subsidiaries

Fax to: 1-228-284-1658

Applicant			Date	
-----------	--	--	------	--

Address		City		State	Zip
---------	--	------	--	-------	-----

Office Phone	Home Phone	Fax Number	Cell Number	<b>Type of Account</b> <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
--------------	------------	------------	-------------	--

<b>Corporate:</b>		
President	Social Security No.	
Secretary	Social Security No.	

<b>Non-Corporate:</b>		
Owner	Partner	Partner
Social Security No.	Social Security No.	Social Security No.

List Additional Partners, Members or Owners on back of page and mark this box.

<b>Business Type:</b> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Subcontractor <input type="checkbox"/>	<b>Credit Line Requested \$</b>
---	---------------------------------

Date Business Started:	Bonding Company
------------------------	-----------------

Project or Subdivision	Project or Subdivision	Address	
P.O. required?	Bonded?	P.O. required?	Bonded?
		Phone No.	

<b>Banking References:</b>				
Bank Construction Loan at:	Account Number	Loan Officer	Phone	Fax
Bank -- Checking/Savings	Account Number	Banker	Phone	Fax

<b>Trade References:</b>			
Name	Account No.	Phone	Fax

For Personal Home Builders, Please Complete Below:

Street Address of Building			
Subdivision	County	Lot No.	Block No.
Lot Owner	Owner's Address		
Is Lot Paid In Full?	If not paid in full, list lien holder (s)		
If Presold, Name of Purchaser			
Construction Lender	Loan Officer	Phone No.	

\*\*\* By affixing the signature below, applicant hereby acknowledges and affirms that he/she has read the Terms and Conditions of Sale/Personal Guaranty Agreement Contained on the 2nd page, and that he/she understands and agrees to be bound by the language contained therein. Applicant's signature below authorizes the above-named financial institutions to furnish credit information to Metro Concrete. Fax or photocopies may be deemed to be the equivalent of the original signature.

X \_\_\_\_\_  
Applicant's Signature \_\_\_\_\_  
Date

Please fax completed credit application to 1-228-284-1658 or e-mail to [credit@hueystockstill.com](mailto:credit@hueystockstill.com)

**Terms and Conditions of Sale / Personal Guaranty Agreement**

In order to induce Huey Stockstill, Inc. and any current and future affiliated companies, hereinafter referred to as (Creditor or Creditors), to consider providing good on credit to Applicant, Applicant hereby agrees for itself, its successors and permitted assigns that the following terms and conditions shall apply to all sales of goods by Creditors.

1. Applicant is applying for credit for business purposes. Applicant authorizes Creditors to investigate Applicant's credit history and capacity and to furnish information on Applicant's payment performance to credit reporting agencies and other proper persons. Applicant authorizes all financial information as Creditors deems necessary to make credit decisions. Creditors have no obligation to extend credit to Applicant and may, in its sole discretion, suspend, terminate or reduce the limits of any extension of credit at any time and may withhold shipments of Goods ordered, or require cash in advance, in the event that Creditors, in its sole discretion, finds Applicant's financial condition to be unsatisfactory. Applicant agrees that any line of credit desired or approved is not a limitation of liability, and Applicant expressly agrees that Applicant will be responsible for valid charges in excess of a credit limit.

2. Creditors will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to Creditors within thirty (30) calendar days from the date of such invoice of any objection to the Goods listed, or the receipt thereof, or that such purchase was unauthorized, or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims which it may assert against Creditors and/or to withhold payment to Creditors based on a claim that Creditors is indebted to Applicant. No claim asserted by Applicant against Creditors shall relieve Applicant of its obligation to make timely payment to Creditors.

3. Except as otherwise set forth in a Creditor Invoice, payment is due within thirty (30) calendar days of the date of delivery of Goods and/or Services to Applicant. If Timely payment is not made, the account shall be past due. Applicant agrees that discounts, if offered in Creditor Invoice will not be allowed if a past due amount exists on the account. Applicant agrees that all past due amounts shall bear interest at the rate on one and one half (1.5%0 per month pre-and post-judgment until paid and agrees to pay Creditors, in addition to the amount due, attorney's fees at the actual rate charges, or the maximum amount allowed by law, whichever is greater, in the event that the account is given to an attorney for collection. Applicant also agrees to any and all attorney's fees and costs associated with post-judgment collection and lien preparation and recording fees. A \$40.00 fee will be charged to Applicant's account or each dishonored check tendered. Applicant agrees that all payment shall be applied as designated in writing; if not designated in writing Creditors shall apply said payment at its discretion. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Creditors immediately of any failure of delivery, shortage, discrepancy, or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify Metro in writing of such failure of deliver, shortage, discrepancy or error within thirty (30) days of Applicant's receipt of such invoice or statement, which shall be presumed to have been received on or before the 15th day of the month following purchase. Use of material by Applicant constitutes waiver of any error in shipment or defect in material which may have been determined by a prompt, diligent inspection thereof.

4. Any waiver or non-enforcement by Creditors of a breach, default or term under the agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term, and Creditors shall only be deemed to have given such waiver when in writing executed by Creditor, providing for such waiver. If any provision of this Agreement is waived by Creditors or is held to be invalid or unenforceable, all other provision shall nevertheless continue in full force and effect as if such provision were not contained herein.

5. This Agreement contains the entire agreement and understanding between Creditors and Applicant with respect to the sales of Goods and Services by Creditors to Applicant (other than payment terms and delivery dates, which are set forth in Creditors invoice). This Agreement supersedes all prior agreements, commitments, representations and discussions between Metro and Applicant and is not assignable by Applicant without the prior written consent of Creditors. No modifications, amendment of, or addition to the Agreement will be binding on Creditors unless such modification, amendment or addition is in writing executed by Metro. Without limitation of the foregoing, the terms hereof shall not be altered or interpreted by reference to any course of dealing between Creditors and Applicant or industry practice. Any action by Applicant instituted against Creditors arising from Goods sold must be commenced within one (1) year from date of delivery of the Goods.

6. The below Guaranty is given by \_\_\_\_\_ (Guarantor) and \_\_\_\_\_ (Guarantor) to Creditors for the purpose of inducing Creditors to extend credit to \_\_\_\_\_ (Applicant). Guarantor(s) assert(s) that he/she/they will personally benefit if credit is extended to Applicant. The undersigned unconditionally personally guarantee(s) the timely payment of all amounts due from Applicant to Creditors and agree(s) to be jointly and severally liable with Applicant to Creditors for any debt owed by Applicant. The undersigned agree(s) to pay reasonable attorney's fees equal to fifteen percent (15%) of the outstanding principal and interest, or the actual amount charged, or the maximum amount allowed by law, whichever is greater, owed by the Applicant in the event that the Applicant's account is placed with an attorney for collection. This personal guaranty may only be revoked in writing sent by certified mail to Creditors. Said revocation shall not be effective as to any balance owed prior to the receipt of said revocation. The undersigned hereby expressly waive(s) notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any and all other notices whatsoever. The undersigned further consent(s) to any extension of credit, acceleration, modifications, amendments or changes of terms of any agreement concerning the obligations.

---

Signature of Guarantor	Print Name	Social Security No	Date
------------------------	------------	--------------------	------

---

Signature of Guarantor	Print Name	Social Security No	Date
------------------------	------------	--------------------	------