

Please return via EMAIL ([Customers@FiveStarConcrete.com](mailto:Customers@FiveStarConcrete.com)) or fax (866-858-8015), or postal mail.



# Five Star Concrete

2 GRIST MILL ROAD, UHLAND, TEXAS  
78640  
PHONE: 512-398-7797 | FAX: 866-858-8015

## C R E D I T A G R E E M E N T

Please enter the Customer (as defined in the Terms & Conditions on page 2 of this Credit Agreement) information below:

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_ Credit Limit Requested: \$ \_\_\_\_\_

Legal Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_ City / State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (If Different): \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
*Invoices will be emailed weekly to the above email address.*

Buyer Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Business Type:  Corporation/LLC  Partnership  Individual Year Business Started: \_\_\_\_\_

Has the signer, Principal, or entity applying for credit considering declaring or ever declared bankruptcy? \_\_\_\_\_

Do you require the use of a Payment Processing Service (such as Textura or others that charge a fee for use)? \_\_\_\_\_

### Principal(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_

### Trade References (your listing of a concrete supplier should speed up your account approval):

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

- **THANK YOU.** We appreciate you choosing us, our concrete, and buying local!
- Have a special needs, request, complaints, ideas, or compliment? - Please call us at 512-398-7797
- If your jobs will be sales tax exempt, please include an exemption or reseller certificate with this agreement.
- Invoices are due on the 10<sup>th</sup> of the next month. We generally email out invoices the following day and email statements the 1<sup>st</sup> week of the month. If you can't receive your invoices via email, please call or email us ([Customers@FiveStarConcrete.com](mailto:Customers@FiveStarConcrete.com)).

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## C R E D I T A G R E E M E N T T E R M S & C O N D I T I O N S

By execution of this Credit Agreement, the above named corporation, partnership, proprietorship, entity or individual (hereinafter referred to as "Customer") is hereby applying for credit and represents that the statements of fact furnished herein are true and correct and Customer and Guarantor authorize Five Star Concrete, Inc. and/or its assigns (hereinafter referred to as "FSC") to contact references, credit reporting agencies and any other sources used to evaluate credit worthiness in order to obtain further information on which to base a decision upon the issuance or continuance of credit. Customer and Guarantor state that at this present time, there is no contemplation of the Customer or Guarantor filing for or considering filing for bankruptcy and that there are no pending or current judgments against the Customer or Guarantor. All sales under this Credit Agreement are additionally bound by the "Terms and Conditions of Sale", as stated on the reverse side of the FSC "Concrete Sales Receipt". "Concrete Sales Receipt" will accompany each concrete delivery. Should any provision of this Credit Agreement be void or unenforceable, such provision shall be deemed omitted, and this Credit Agreement with such provision omitted shall remain in effect.

FOR AND IN CONSIDERATION of the extension of credit for the purchase of goods, services, materials and merchandise hereby requested for the above named Customer, the undersigned Customer and Guarantor do hereby agree and covenant to pay to FSC any and all debts, obligation or sums, including all interest, costs of court and collections for any amounts owed to FSC. Customer and Guarantor agree that this Credit Agreement is governed by the laws of the State of Texas. All dispute resolution or litigation proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Customer and FSC each waive any right to a jury trial. The venue of any litigation brought under this Credit Agreement or for purchases from FSC shall be Hays County, Texas and payments are to be made and received in Hays County, Texas.

The undersigned Customer and Guarantor agree that the liability of each under this Credit Agreement is joint and several and agree that in order to induce FSC to extend credit in the future, shall promptly upon request, provide FSC a current financial statement correctly disclosing their current detailed financial condition. The failure to comply with any terms of this Credit Agreement may be cause for immediate termination of credit. Customer and Guarantor will provide written notice of any change of address or material change in financial condition or ownership within 10 days of the change's effective date.

Customer and Guarantor agree to abide by §2-310 of the Uniform Commercial Code (UCC), to wit: that the credit period begins at the time of shipment or at the time service is provided. Customer agrees that credit privileges may be suspended or terminated by FSC at any time for non-payment of invoices or any deductions taken without prior approval of FSC. Customer and Guarantor request to waive defenses based on suretyship or impairment of collateral. Customer agrees to waive notice of such suspension or termination of credit privileges for the reasons previously stated. Customer agrees to pay interest of 18% per year for any invoice amount not received by FSC on or before the due date. FSC is unable to accept credit cards as payment towards credit accounts.

**Unless otherwise agreed by FSC in writing and in advance of shipment, Customer agrees to make full payment to FSC for all purchases of goods, materials, services, rentals, and merchandise from FSC by the 10th of the month following the month of delivery.**

**In consideration of credit being extended to the above named firm, I confirm the validity of the information I have given on page one of this Credit Agreement and I agree to the Terms & Conditions in this Credit Agreement.**

**PERSONAL GUARANTEE: In consideration of credit being extended to the above named Customer, I/we jointly and severally do personally grant a continuing guarantee that applies unconditionally to my assigns or successors, to Five Star Concrete, Inc. (FSC) or its affiliates, for and of the payment of indebtedness or balance of indebtedness of the within named Customer to pursuant to this Credit Agreement and its Terms & Conditions.**

**NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

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## J O B I N F O R M A T I O N S H E E T

Date: \_\_\_\_\_ Job Name: \_\_\_\_\_ Job Type: \_\_\_\_\_

Job Address: \_\_\_\_\_ Tract/Lot/Phase#: \_\_\_\_\_

Estimated concrete volume: \_\_\_\_\_ yds If more than one pour, average concrete pour size: \_\_\_\_\_ yds

Job Payment Schedule (For Example - "invoices need to be received by the 20<sup>th</sup>, for payment on the 5<sup>th</sup>"): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Sub-Contractor:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

***Primary Contact:***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**General Contractor:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

***Primary Contact:***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Property / Land Owner:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

***Primary Contact:***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Lender / Banker:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

***Primary Contact:***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Notes or special information about this job:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_