



"When Delivery Counts"

WDC

WAYNE DAVIS CONCRETE CO.

Home Office

10 Wayne Davis Drive • Tallapoosa, GA • 30176

(770) 574-2326

(678) 573-3303 FAX

www.waynedavisconcrete.com



Taylor - Made Pumping

Credit Application Issued By: _____

Date ____/____/____

CREDIT APPLICATION

BUSINESS NAME			YEARS IN BUSINESS:
D/B/A			
BILLING ADDRESS		STREET ADDRESS	
CITY			State & Zip Code
TELEPHONE #	FAX #	EMAIL	
TYPE OF BUSINESS <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION ____ (State) <input type="checkbox"/> OTHER* Please Provide The Applicable FEDERAL I.D. #			
*Explain Other: _____			
DATE ESTABLISHED: ____ / ____ / _____			
SALES TAX EXEMPT () YES () NO If yes, please provide us with exemption certificate. If no, sales tax will be added to all purchases			

OWNERS/OFFICERS: (Attach additional sheet if needed)

NAME		ADDRESS	
SOCIAL SECURITY #	TELEPHONE #	CELL #	SECONDARY CONTACT PHONE #
NAME		ADDRESS	
SOCIAL SECURITY #	TELEPHONE #	CELL #	SECONDARY CONTACT PHONE #
NAME		ADDRESS	
SOCIAL SECURITY #	TELEPHONE #	CELL #	SECONDARY CONTACT PHONE #

BANK INFORMATION: (Attach additional sheet if needed)

BANKING INSTITUTION NAME			
MAILING ADDRESS			
ACCOUNT #'S			
Checking () Personal () Business #: _____ Savings () Personal () Business #: _____ Construction () Personal () Business #: _____			
BANKING CONTACT NAME	TELEPHONE #	EXTENSION #	E-MAIL ADDRESS

TRADE REFERENCES

BUSINESS REFERENCE	CONTACT NAME
ADDRESS	
TELEPHONE #	E-MAIL ADDRESS
BUSINESS REFERENCE	CONTACT NAME
ADDRESS	
TELEPHONE #	E-MAIL ADDRESS
BUSINESS REFERENCE	CONTACT NAME
ADDRESS	
TELEPHONE #	E-MAIL ADDRESS
BUSINESS REFERENCE	CONTACT NAME
ADDRESS	
TELEPHONE #	E-MAIL ADDRESS

CREDITORS

This credit application is submitted by the undersigned to the following separate and distinct companies: Wayne Davis Concrete Co., WDC Block Co., Inc. and Taylor-Made Pumping, Inc. (hereinafter individually and collectively referred to as the "Creditor"). It is agreed the undersigned, which will avoid the completion of multiple applications, a single credit application is being used.

REPRESENTATIONS AND WARRANTIES

The undersigned represents and warrants that he/she is duly authorized to execute this credit application. The undersigned understands that the information provided herein is to induce Creditor to extend or to continue the extension of credit. The undersigned acknowledges and understands that Creditor is relying on the information provided herein in deciding to grant or to continue credit or to accept the guarantee provided below. The undersigned represents, warrants and certifies that the information provided herein is true, correct and complete. The undersigned agrees to notify Creditor immediately and in writing of any changes in names, address or legal entity and of any material adverse change (1) in any of the information contained in this application or (2) in the financial condition of the company seeking credit. Creditor is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein, and to determine the credit worthiness of the company seeking credit and the undersigned. Creditor is authorized to answer questions about its credit experience with the company seeking credit and the undersigned.

The undersigned further represents and binds the company seeking credit to Creditor's standard terms and conditions, which may change from time to time, to each and every transaction, unless specifically agreed in writing otherwise, in addition to the following provision:

Disputes: At the discretion and sole election of Creditor, Creditor may require that any controversy, dispute claim, of whatever kind, arising out of relating to the sale, delivery or use of the Materials or Equipment, be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of the sale, delivery or use of the Materials or Equipment shall be brought, maintained and administered in Haralson County, Georgia. Should Creditor be successful, in whole or part, in prosecuting or defending any lawsuit or arbitration, then Creditor shall be entitled to recover its litigation or arbitration expenses, including expert and attorneys' fees, as well as any expenses incurred in any appeal therefrom. Any controversy, dispute, or claim that the company seeking credit may have against Creditor must be initiated no later than one (1) year after the Materials or Equipment were delivered. Any judgment or arbitration award entered in favor of Creditor shall bear interest at the rate of 18% per annum, until paid in full, in lieu of the statutory rate of interest.

PERSONAL GUARANTEES

For valuable consideration received, and to induce Creditor to extend credit to the company seeking credit, the undersigned, jointly and severally guarantee and promise to pay any and all indebtedness of the company seeking credit and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure under this personal guarantee, including reasonable attorney's fees, whether the same be collected or secured by, or any attorney consulted with reference to, suit or otherwise. This is a continuing guarantee relating to any indebtedness including that arising under successive transactions. This guarantee will not apply to any indebtedness created after actual receipt by Creditor of written notice of its revocation as to future transactions, except for indebtedness committed prior to the date of written notice. Creditor has the authority to extend the time of payment of any indebtedness hereby guaranteed and to renew, modify or accelerate the terms or provisions of the indebtedness or any part thereof, without notice and without releasing the liability of the undersigned. The undersigned waives any rights to Creditor to give notice of indebtedness or default of payment. Nor will it be necessary for Creditor to procure a judgment against the company seeking credit before demanding the payment which is hereby guaranteed. This guarantee shall be continuing, absolute and unconditional and shall remain in full force and effect as to the undersigned and his/her estate. Execution is notice to the undersigned of his/her acceptance and no further notice of acceptance is required.

INTEREST AND COLLECTION

Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance. The company seeking credit and the undersigned shall pay all costs and expenses incurred in collecting sums due or owing, including court or arbitration fees and costs, attorneys' fees, and expert witness fees, arising before, during, or after trial, including any costs, attorneys' fees, or expenses incurred in any appeal there from.

Signatures:

_____ (Signature)	_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)	_____ (Print Name)
_____ (Address)	_____ (Address)	_____ (Address)
_____ (Social Security Number)	_____ (Social Security Number)	_____ (Social Security Number)
_____ (Date)	_____ (Date)	_____ (Date)

Sworn to and Subscribed before me this _____ day of _____, 20__.

(Seal) My Commission Expires: _____

NOTE: PLEASE ATTACH COPY OF PERSONAL FINANCIAL STATEMENT.