



| | |
|--|----------------|
| Phone #: | (616) 475-8800 |
| Fax #: | (616) 475-8500 |
| 1301 Century Ave. S.W. Grand Rapids, MI 49503 | |

Credit Application

Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Business Information:

Corporation: _____ Partnership: _____ Sole Proprietorship: _____ Non-Profit: _____
 Date Business Started: _____ Federal ID#: _____
 Main Business Activity: _____

Tax Status: Taxable: _____ Non-Taxable: _____ Exempt Reason: _____
 Exemption Certificate #: _____
 Accounts Payable Contact: _____ Ext: _____
 Accounts Payable Email: _____

Officers/Partners

Name: _____ Title: _____
 Social Security #: _____ Drivers license #: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Name: _____ Title: _____
 Social Security #: _____ Drivers license #: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Bank References

Bank: _____ Telephone #: _____ How long? _____
 Checking Acct #: _____ Loan #: _____ Contact: _____
 Visa/MasterCard #: _____ Expiration: _____

Bank: _____ Telephone #: _____ How Long? _____
 Checking Acct #: _____ Loan #: _____ Contact: _____
 Visa/MasterCard: _____ Expiration: _____

Invoicing

Preferred Method of Invoice receipt: E-mail Mail Email: _____
 Do you require a job name on the invoice: Yes No?
 Do you require a PO# on the invoice: Yes No?

Credit Application

Trade References

Name: _____ How long? _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone #: _____ Fax #: _____

Name: _____ How long? _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone #: _____ Fax #: _____

Name: _____ How long? _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone #: _____ Fax #: _____

Name: _____ How long? _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone #: _____ Fax #: _____

Applicant warrants that all credit and financial information provided to Concrete Central Inc.; is true and correct and authorizes us to investigate applicant's credit history as is needed. The undersigned authorizes all banking institutions, trade references, credit reporting agencies and its agents to release all necessary information via telephone, mail or facsimile as requested for the purpose of obtaining a credit line.

Authorized Name: _____ Title: _____
Authorized Signature: _____ Date: _____

Personal Guaranty

To: Concrete Central Inc.
1301 Century Ave SE
Grand Rapids, MI 49503

Company : _____

Address: _____

PERSPECTIVE CUSTOMER:

TO INDUCE YOU TO SELL MERCHANDISE AND EXTEND CREDIT TO THE ABOVE NAMED CUSTOMER, THE UNDERSIGNED HEREBY JOINTLY AND SEVERELY GUARANTY THE PAYMENT OF ANY INDEBTEDNESS WHICH MAY AT ANY TIME AND FROM TIME TO TIME BE INCURRED BY THE CUSTOMER TO YOU; AND IN THE EVENT OF ANY DEFAULT AT ANY TIME BY SAID CUSTOMER YOU SHALL BE ENTITLED TO LOOK TO US IMMEDIATELY FOR SUCH PAYMENT, WITHOUT PRIOR DEMAND OR NOTICE.

THIS GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL SUCH TIME AS THE UNDERSIGNED SHALL GIVE YOU WRITTEN NOTICE OF REVOCATION BY REGISTERED MAIL. SUCH NOTICE OF REVOCATION SHALL BE INEFFECTIVE AS TO ANY EXISTING INDEBTEDNESS OR AS TO ANY TRANSACTION OR COMMITMENT PREVIOUSLY UNDERTAKEN BY YOU IN RELIANCE UPON SUCH GUARANTY.

INDIVIDUAL GUARANTY NAME: _____ (NO TITLE) DATE: _____

SIGNED: _____

S.S. # _____ D.O.B. _____ DRIVERS LICENSE #: _____

Terms of Sales-Please Read Carefully

1. Payment Terms: Net 30 days
2. An interest charge of 1-1/2 % per month is assessable on all past due accounts
3. Returned materials are subject to a 15% restocking fee and must be returned in the original shipping cartons.
4. All special orders are non-returnable
5. All product recommendations are suggestions for the customer to investigate and determine if they are suitable for their individual application; it shall be solely the responsibility of the contractor/customer to determine suitability.
6. **Warranties. There are NO warranties of merchantability or fitness, either or implied.** There is no warranty that the product is suited for customer's use, or that it is free from defects. Dealer agrees that it will, upon request advise customer of any warranties made available by the manufacturer of the product of which the dealer is aware. Customer agrees that any manufacturer's warranty shall be its sole remedy.
7. **We are a material supplier, not a Sub-contractor, and therefore we do not allow retainage on any invoice.**
8. Pigment for Integral Colored Concrete-Since so many variables influence the final color achieved, it should be noted that color variations and discrepancies **will be** apparent in the finished concrete, as this is the normal outcome for integrally colored concrete. A mock-up or sample should always be made to more closely illustrate the final color.
User shall rely on their own information and tests to determine suitability and color match. There are no guarantees or warranties, either expressed or implied, and the user assumes all liabilities from the use of this product.
9. **Material Safety Data Sheets.** Material Safety Data Sheets are available for all products upon Request. If no request is made by customer, Concrete Central will assume that the customer is in Possession of all required MSDS's and similar materials.

NOTIFY US IN CASE OF ANY QUESTIONS OR ERRORS ON YOUR INVOICES/STATEMENTS

If you think your invoice or statement is wrong or need more information about an item, please call us as soon as possible. We must hear from you within 30 days or we will assume your balance is correct. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the amount of your invoice/statement that is not in question.

I have read and agree to the above terms of sale-

Signed: _____ Date: _____

Rental Contract Terms

1. **Hold Harmless Agreement.** Customer agrees to assume the risks of and defend, indemnify and hold Dealer harmless for all claims, lawsuits and other liability for injury to persons or damage to property or the environment caused by the equipment or breach of any warranty by the customer, even if the liability arises out of Dealer's negligence.
2. **Rental Rates.** Rental rates (and prices) are FOB Dealer's yard and do not include insurance of any kind. Rates for concrete forms are based on 28-day Monthly billing Cycle, minimum prorated daily after first month. Rates for stamped concrete tools are based on a 48 hr period. The rates are not based on the time that the equipment is actually in use.
3. **Inspection.** Customer acknowledges that he/she has had an opportunity to personally inspect the equipment, and finds it suitable for his/her need and in good condition, and that he/she understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify dealer of any defects.
4. **Replacement or Malfunctioning Equipment.** If the equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use immediately and notify dealer. If the equipment is being rented by the customer, Dealer will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
5. **Warranties, there are No warranties of Merchantability or fitness either express or implied.** There is no warranty that the equipment is suited for customer's use, or that it is free from defects. If this is a sale, dealer makes no warranty whatsoever. Dealer agrees that it will, upon request, advise customer of any warranties made available by the manufacturer of the equipment of which the dealer is aware. Customer agrees that any manufacturer's warranty shall be its sole remedy.
6. **Assignments, subleases and loans of equipment.** Dealer may assign his rights under this contract without customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the rented equipment without dealer's written permission. Any purported assignment by customer is void.
7. **Late Return.** Customer agrees to return the rented equipment during dealer's regular store hours, upon termination of the rental period. Time is of the essence in this contract. If not timely returned. Customer shall pay applicable rental rate until equipment is returned.
8. **Dirty, Damaged or Lost Equipment.** Customer agrees to pay for any damages to or loss of the equipment, as an insurer, regardless of the cause, except reasonable wear and tear, while the equipment is out of the possession of the dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its fair market value when rented. The cost repairs will be borne by customer, whether performed by dealer, or at dealer's option, by others. Dealer shall charge its normal retail shop rate, plus parts.
9. **Collection Costs.** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of dealer's rights under this contract.
10. **Repossession.** Upon failure to pay rent or other breach of this contract, dealer may terminate this contract and take possession of and remove the equipment from wherever it is, and dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
11. **Waiver of Claims.** Customer waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the rented items.

12. **Accident Notification.** Customer will immediately notify dealer in the event of any accident involving the equipment.
13. **Loading and Unloading.** Customer is responsible for loading and unloading of the equipment. If dealers' employees assist in the loading or unloading the equipment, customer agrees to assume the risk of, and hold dealer harmless for any property damage or personal injuries. Including damage of injuries attributable to the negligence of the dealer or his employees.
14. **Disclaimer of Agency.** Customer acknowledges that he is not the agent of dealer for any purpose.
15. **Failure to Return Equipment during Business Hours.** IN the event the equipment is not returned during dealer's regular business hours, customer agrees to pay for any damage to or loss of the equipment occurring between the time of the return and the commencement of the dealer's next business day.
16. **Disclaimer of Manufacture.** Customer agrees that dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.
17. **Use of Goods.** Customer agrees that the equipment shall be used only by persons competent in its operation and further agrees that he is solely responsible for providing competent operators.
18. **Title.** Unless specified on the from of this agreement, this agreement is not a contract of sale. Title to the goods shall remain in dealer.
19. **Severability.** The provisions of this agreement shall be servable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the reaming provisions.
20. **Indemnity.** Customer agrees to indemnify and reimburse dealer for all liabilities to consumer. His agents or third parities, arising out of the use of the equipment of a breach of this contract by consumer, including those arising from dealer's negligence.
21. **Equipment Maintenance.** Customer is responsible for oiling forms with approved form oil.
22. **Insurance.** Lessee shall carry insurance to the full insurable value of the equipment leased against loss by fire, theft, and other insurable hazards, for the benefit of Concrete Central Inc; its successors and assigns.
23. **Forming System Drawings.** Any layout drawings for concrete forms furnished by Concrete Central Inc to customer are provided as a service to customer to conceptually illustrate the assembly of Concrete Central Inc products only. Such layout drawings are not intended to be fully directive nor cover engineering details on Concrete Central Inc's products, or equipment or materials not furnished by Concrete Central Inc or the interconnection therewith. It is the responsibility of customer to integrate Concrete Central Inc's drawings into composite drawings suitably complete for construction purposes consistent with safe practice and overall project objectives.

I have read and agree to the above rental contract terms-

Signed: _____ Date: _____

PLEASE RETURN FAX TO: 616-475-8500