

Associated Associates, Inc.

READY-MIX CONCRETE

DATE _____

COMPANY NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (____) _____ FAX (____) _____ EMAIL _____

DO YOU USE PURCHASE ORDERS? _____ ACCOUNTS PAYABLE CONTACT: _____

FEDERAL ID # _____ ESTIMATED MONTHLY PURCHASES \$ _____

DO YOU OPERATE AS A:

_____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

IF CORPORATION, DATE OF INCORPORATION _____ / CHARTER NUMBER _____ / STATE _____

DO YOU OWN OR RENT FACILITY? _____ NAME OF LANDLORD OR MORTGAGE HOLDER _____

YEARS AT ADDRESS _____

*** LIST PRINCIPALS, PARTNERS OR CORPORATE OFFICERS:**

NAME _____ SS# _____ TITLE _____

NAME _____ SS# _____ TITLE _____

NAME _____ SS# _____ TITLE _____

* NOTE: ONLY SOLE PROPRIETORS AND PARTNERSHIPS NEED FURNISH SOCIAL SECURITY NUMBERS.

TELL US ABOUT YOUR BUSINESS:

TYPE OF BUSINESS _____

YEARS IN BUSINESS _____ ANNUAL SALES \$ _____

NUMBER OF EMPLOYEES _____

BANK AND/OR FINANCIAL INSTITUTION _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE _____

ACCOUNT NUMBER _____ TYPE OF ACCOUNT _____

ACCOUNT NUMBER _____ TYPE OF ACCOUNT _____

ACCOUNT NUMBER _____ TYPE OF ACCOUNT _____

TRADE REFERENCES-Please list at least one Concrete Supplier

1. _____ ACCOUNT NUMBER _____
PHONE (____) _____ FAX(____) _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

2. _____ ACCOUNT NUMBER _____
PHONE (____) _____ FAX(____) _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

3. _____ ACCOUNT NUMBER _____
PHONE (____) _____ FAX(____) _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

TERMS & CONDITIONS

1. MONTHLY STATEMENTS WILL INCLUDE MOST PURCHASES THROUGH THE 28TH OF EACH MONTH. PAYMENT OF THE BALANCE OF THE ACCOUNT IS DUE BY THE TENTH DAY OF THE MONTH IN WHICH THE STATEMENT IS RECEIVED. FOR ACCOUNTS NOT PAID BY THE TWENTIETH DAY OF THE MONTH IN WHICH THE STATEMENT IS RECEIVED, A MONTHLY FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) IS AGREED TO BE APPROPRIATE.
2. ASSOCIATED ASSOCIATES IS AUTHORIZED TO OBTAIN REPORTS TO BE USED IN CONNECTION WITH THIS APPLICATION AND TO OBTAIN FURTHER CREDIT INFORMATION FROM ANY OTHER PERSONS OR FIRMS, EITHER SET FORTH IN THIS APPLICATION OR FROM ANY OTHER SOURCE.
3. ASSOCIATED ASSOCIATES IS GRANTED A PURCHASE MONEY SECURITY INTEREST IN ALL GOODS AND ALL PROCEEDS OF THEIR SALE OR OTHER DISPOSITION TO SECURE PAYMENT UNTIL THE PURCHASE PRICE PLUS ALL SERVICE CHARGES IS PAID IN FULL. FURTHER, A SEPARATE SECURITY AGREEMENT AND ALL FINANCIAL STATEMENTS REQUESTED WILL BE EXECUTED AND DELIVERED TO ASSOCIATED ASSOCIATES. WITHIN TEN (10) DAYS OF ANY REQUEST BY ASSOCIATED ASSOCIATES.
4. ANY DISPUTE, CLAIM OR QUESTION REGARDING THE RIGHTS AND OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION AT CLEVELAND, OHIO, BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS CONSTRUCTION INDUSTRY ARBITRATION RULES, AT THE SOLE DISCRETION OF ASSOCIATED ASSOCIATES.
5. IN THE EVENT ASSOCIATED ASSOCIATES ELECTS NOT TO ARBITRATE ANY DISPUTE, IT IS AGREED THAT THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN THE CITY OF BEDFORD, COUNTY OF CUYAHOGA, STATE OF OHIO AND THAT ANY ACTION TO INTERPRET OR ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION WITHIN CUYAHOGA COUNTY, OHIO.
6. IN THE EVENT ASSOCIATED ASSOCIATES RESORTS TO JUDICIAL ACTION TO COLLECT ANY OVERDUE BALANCE, IT SHALL BE ENTITLED TO COMPENSATION FOR ALL ITS COSTS AND EXPENSES ASSOCIATED WITH THAT ACTION, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE ABOVE TERMS AND CONDITIONS IN CONSIDERATION OF GOODS AND SERVICES BY ASSOCIATED ASSOCIATES.

PLEASE BE ADVISED THAT AN INQUIRY WILL BE MADE, WITH BOTH REFERENCES PROVIDED BY YOU AS WELL AS OTHERS, WHICH MAY BE REPORTED THROUGH A CREDIT REPORTING AGENCY. ADDITIONALLY, PLEASE BE ADVISED THAT, IF GRANTED CREDIT WITH ASSOCIATED ASSOCIATES OUR EXPERIENCE WITH YOU (i.e. PAYMENT HISTORY) MAY BE REPORTED TO A CREDIT REPORTING AGENCY.

NAME OF APPLICANT _____

SIGNATURE _____ TITLE _____ DATE _____

ASSOCIATED ASSOCIATES READY MIX CONCRETE

INDIVIDUAL PERSONAL GUARANTY

I, _____ FOR AND IN CONSIDERATION OF ASSOCIATED ASSOCIATES.

EXTENDING NEW OR ADDITIONAL CREDIT TO:

_____ OF WHICH I AM THE
(TITLE) _____, HEREBY INDIVIDUALLY, ABSOLUTELY AND UNCONDITIONALLY
GUARANTEE PROMPT PAYMENT OF ALL CLAIMS AND OBLIGATIONS, INCLUDING ALL INTEREST AND CHARGES ACCRUED
THEREON, NOW AND HEREAFTER DUE TO ASSOCIATED ASSOCIATES. I UNDERSTAND THAT SERVICE CHARGES ACCRUE ON ANY
UNPAID BALANCE AT THE RATE OF 1.5% PER MONTH, 18% PER ANNUM, FROM AND AFTER THE TWENTIETH (20th) DAY OF THE
MONTH A STATEMENT FROM ASSOCIATED ASSOCIATES IS RECEIVED. I FURTHER UNDERSTAND THAT THE OBLIGATIONS I
GUARANTEE INCLUDE THE COSTS AND EXPENSES OF ANY ACTION UNDERTAKEN BY ASSOCIATED ASSOCIATES. TO COLLECT
ANY OUTSTANDING BALANCE, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES. I FURTHER CONSENT
WITHOUT FURTHER NOTICE, AND WITHOUT AFFECTING THIS GUARANTY IN ANY MANNER, TO ANY MODIFICATION,
RENEWAL, TERMINATION, OR TRANSFER, INCLUDING COMPROMISE, OF ANY CLAIM OR OBLIGATION HEREBY GUARANTEED.
THIS GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL RECEIPT OF WRITTEN REVOCATION DELIVERED BY MAIL
CERTIFIED BY THE UNITED STATES POSTAL SERVICE TO ASSOCIATED ASSOCIATES. I HEREBY WAIVE ANY AND ALL NOTICES TO
WHICH I MAY BE ENTITLED BY LAW.

GUARANTOR:

WITNESSES:

SIGNATURE

DATE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED WITNESS NAME

SIGNATURE

PRINTED WITNESS NAME