



2101 NW 110 Avenue
 MIAMI, FLORIDA 33172

DADE: 305-392-5416
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 Email: fdominguez@rockdirt.net

CREDIT APPLICATION

In order to establish an open account with our Company, the following information must be obtained **IN FULL** before credit may be granted. We will rely upon the enclosed information in making determinations and if your credit is approved, we will sell you goods relying on this information.

APPLICANT NAME: _____
 STREET ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 MAILING ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 WEBSITE ADDRESS: _____
 PHONE NUMBER: () _____
 FAX NUMBER: () _____
 EMAIL ADDRESS: _____

APPLICANT IS: INDIVIDUAL ___ PARTNERSHIP ___ CORPORATION ___ YEAR OF INCORPORATION _____

Complete the following for all principals officers or owners:

Name: _____ SS# _____ DL# _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE NUMBER: () _____ OWN: _____ RENT: _____
 EMAIL ADDRESS: _____

Name: _____ SS# _____ DL# _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE NUMBER: () _____ OWN: _____ RENT: _____
 EMAIL ADDRESS: _____

Terms and Conditions:

- Due upon receipt.
- Interest Rate of 1 1/2% per month will be charged on all invoices that remain unpaid after the due date.
- Any account that is not paid within the terms or that is over the credit limit shall be placed on C.O.D.
- Job site addresses must be given at the time your order is placed.
- A Notice To Owner may be placed on any transaction.
- A LIEN will be filed on any invoice that remains unpaid. The undersigned also agrees to pay all costs associated with the filing of Liens.
- In the event it becomes necessary to place the account with an attorney for collection, the undersigned, further agrees to pay all costs of Collection Court Costs, and reasonable attorney's fees.
- Any suit, which arises out of this agreement, shall be instituted and maintained in any court of competent jurisdiction.
- ROCK & DIRT** and the undersigned hereby knowingly, voluntarily and intentionally waive any right to trial by jury in any suit, action, proceeding or counterclaim concerning any rights under this credit contract, any related document or under any other document or agreement delivered or which may in the future be delivered in connection herewith, or arising from any relationship existing in connection with this credit contract, and agree that any such suit, action, proceeding or counterclaim shall be tried before a court and not before a jury: this provision is a material inducement for **ROCK & DIRT** entering into this credit contract.
- The individual(s) or business applying for credit and the principals of the business hereby authorize **ROCK & DIRT** to verify reference and to obtain credit reports on each of the individual(s), business and principals in order to evaluate whether to extend credit to individual(s) or business.
- Payments are to be mailed to: **ROCK & DIRT 2101 NW 110 AVENUE, MIAMI, FL 33172.**

This shall be legally a binding contract when accepted by ROCK & DIRT. I understand the credit terms and agree to be bound thereby in the event credit is granted. Execution of this agreement authorizes ROCK & DIRT to conduct an investigation for the basis of establishing credit.

 SIGNATURE TITLE _____ / / _____
 DATE

GENERAL INFORMATION

- 1. What is your principal type of business? _____
- 2. How long have you owned this business? _____
- 3. What will be your estimated monthly purchases? _____
- 4. Do you require a purchase order? _____

CREDIT INFORMATION

BANK REFERENCE

Name of Bank: _____ Contact Person: _____
 Phone # _____ Type of Account: _____ Account # _____

COMMERCIAL TRADE REFERENCES

Name: _____ Phone # () _____ Account # _____
 Fax # () _____

Name: _____ Phone # () _____ Account # _____
 Fax # () _____

Name: _____ Phone # () _____ Account # _____
 Fax # () _____

PERSONAL GUARANTEE

THIS APPLICATION IS AUTOMATICALLY DECLINED IF PERSONAL GUARANTEE IS NOT SIGNED

We hereby agree to bind ourselves to pay **ROCK & DIRT** on demand any sum which may become due to **ROCK & DIRT** by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnify for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

If **ROCK & DIRT** should find it necessary to bring suit against guarantor(s) on this agreement, guarantor(s) do hereby agree to pay all the costs and expenses of collection, including reasonable attorney's fees.

Any and all suits between **ROCK & DIRT** and the undersigned arising from dealings between **ROCK & DIRT** and the Company may be instituted and maintained in any court of competent jurisdiction in the State of Florida. **ROCK & DIRT** and the undersigned hereby knowingly, voluntarily and intentionally waive any right to a trial by jury in any suit, action, proceeding or counterclaim concerning any rights under this credit contract, any related document or under any other document or agreement delivered or which may in the future be delivered in connection herewith, or arising from any relationship existing in connection with this credit contract, and agree that any such suit, action, proceeding or counterclaim shall be tried before a court and not before a jury; this provision is a material inducement for **ROCK & DIRT** entering into this credit contract.

Execution of the agreement authorizes Adonel Concrete to conduct a credit investigation for the basis of establishing credit.

Signature: _____ (L.S.) Witnessed by: _____
 Print Name: _____

Signature: _____ (L.S.) Witnessed by: _____
 Print Name: _____

STATE OF FLORIDA; COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____
 by: _____ He/She is personally known to me or has produced _____ as
 identification.

 Signature of Notary