

# COO-PAR MOBILE MIX APPLICATION FOR A BUSINESS ACCOUNT

6497 HWY 36 WEST  
MILTON, KY 40045

PHONE: 812-806-1204  
FAX: 812-866-5625

## BUSINESS CONTACT INFORMATION SECTION I

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State ZIP Code			

## BUSINESS INFORMATION SECTION II

How long at current address?		Primary business address	
Phone		City, State ZIP Code	
Fax		Phone	
E-mail		Accounts Payable Contact	

## BUSINESS/TRADE REFERENCES SECTION III

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

## AGREEMENT SECTION IV

1. This application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of concrete by applicant from COO-PAR MOBILE MIX and /or its affiliates (individually and collectively, by submitting this application to COO-PAR MOBILE MIX. Applicant hereby agrees to these terms and conditions.
2. Applicant hereby agrees to pay COO-PAR MOBILE MIX for each purchase and/or tipping fee made hereunder, as follows: Net 30 prox. (30<sup>th</sup> calendar day of the month following the month during which purchase is made.) Applicant agrees to pay COO-PAR MOBILE MIX a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by State Law. Terms of each individual sale are set forth on each invoice and applicant hereby agrees to these terms of each invoice.
3. Applicant authorizes COO-PAR MOBILE MIX from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including but not limited to, each of the credit references listed in section III. Applicant further authorizes each of the creditors to give COO-PAR MOBILE MIX. From time to time any and all necessary information that will aid

Application isn't considered complete without sections V and VI being completed and signed  
A facsimile and/or email of this application will be considered as the original



COO-PAR MOBILE MIX in its credit investigation. Applicant further authorizes COO-PAR MOBILE MIX to reinvestigate credit status from time to time, as COO-PAR MOBILE MIX deems necessary. COO-PAR MOBILE MIX reserves the right to limit, terminate, or change the terms of any extension of credit to applicant at its sole discretion. Applicant authorizes COO-PAR MOBILE MIX to act as a credit reference for applicant by responding to inquiries from other creditors or potential creditors of applicant regarding transactions or experiences with applicant.

4. Each of the undersigned does hereby certify that he/she is authorized to sign this application on behalf of applicant: that the information contained herein is true, accurate, and complete in all respects; and that all purchases/tipping made by applicant will be made in the ordinary course of business of Applicant for business purpose and that no credit is sought or will be obtained for personal, family, or household purposes of any individual. Applicant will advise COO-PAR MOBILE MIX in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in the Application (including, but not limited to, any of the information provided in section II or III) or any other information which may affect ability to pay and until such time, COO-PAR MOBILE MIX may continue to rely on this information. Any changes in legal status or the information provided in section II or III must be communicated at least five days in advance by certified mail. The original applicant will remain liable until such time as COO-PAR MOBILE MIX has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these terms and conditions are governed by laws of the states where the purchases/tipping originated and that if any provisions hereof is held invalid, illegal and unenforceable, then no other provision shall be affected or impaired thereby.
5. Applicant will pay all cost of collection including, but not limited to reasonable attorney fees should all or any part of this account be placed for collections. Applicant further waives the right to a jury trial in the event COO-PAR MOBILE MIX is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by COO-PAR MOBILE MIX including, but not limited to, any action by COO-PAR MOBILE MIX to collect on account, may be filed in the Carroll County Circuit or District Court, or any county where delivery is made and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by such courts, and to extraterritorial service of process, if necessary.
6. Applicant agrees that any claims concerning quality control, or compliance with product specification shall be waived unless written notice of such claim shall be delivered to COO-PAR MOBILE MIX by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.
7. COO-PAR MOBILE MIX may at any time, assign its right for payment hereunder.

### SIGNATURES SECTION V

Signature	Signature
Name and Title	Name and Title
Date	Date

### PERSONAL GUARANTY SECTION VI

For value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to COO-PAR MOBILE MIX or any of its affiliates (collectively Liter's Inc.) even though from time to time there will be no indebtedness owing by applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to applicant under the above Term and Conditions unless prohibited by State Law, in which case maximum liability under this agreement will be 100,000.00 and for a maximum of (5) years. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by COO-PAR MOBILE MIX. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to reasonable attorney fees after default by the undersigned hereunder. Each of the undersigned authorizes COO-PAR MOBILE MIX to check the undersigned's credit and employment history from time to time to obtain one or more consumer reports regarding the undersigned.

Signature	Signature
Name and Title	Name and Title
Date	Date
Social security# or Drivers License	Social security# or Drivers License