



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

23319 Hwy 159 E. Hempstead, TX 77445
 (936)372-7008 Main / (936) 372-7126 Fax
 info@auzterra.com

BUSINESS INFORMATION

Company Legal Name			
Company mailing address City, State ZIP Code			
Company physical address, if different from above			
Federal Tax ID		In Business Since	
Phone No.		Fax No.	
Sales Tax Exemption <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, must attach Tax Certificate)			

COMPANY PRINCIPAL RESPONSIBLE FOR BUSINESS TRANSACTIONS

Principal name			
Principal e-mail		Principal phone	

ACCOUNTS PAYABLE CONTACT

Contact person name		Contact person phone	
Contact person e-mail		Contact person fax	

BANKING INFORMATION

Bank name		Contact person name	
Phone / Fax		E-mail	
Account number		Type of account <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	

BUSINESS / TRADE REFERENCES

Company name		Contact person name	
Address City, State ZIP Code		E-mail	
Phone		Fax	
Company name		Contact person name	
Address City, State ZIP Code		E-mail	
Phone		Fax	
Company name		Contact person name	
Address City, State ZIP Code		E-mail	
Phone		Fax	

SIGNATURE

Signature	
Name and Title	
Date	

AGREEMENT

The Company hereby certifies the above information is accurate to the best of its knowledge and authorizes AuzTerra Aggregates, LLC to verify any information as necessary. Standard terms of payment are **NET 30 DAYS** from invoice date. Invoices aged over 30 days will incur a 1% per month interest charge.



Personal Guaranty

DATED: _____, 20____

This absolute and unconditional personal guaranty is given by the undersigned (hereinafter referred to as "Guarantor"), in favor of AuzTerra Aggregates, LLC, a corporation organized and existing under the laws of the State of Texas with its main office located at 23319 Hwy 159 E. Hempstead , TX 77445 (hereinafter referred to as "AuzTerra").

I, _____, residing at _____
(Guarantor's Name), (Guarantor's personal address, city, state, zip)

in consideration of AuzTerra Aggregates agreeing to constructions sand, gravel on credit to:

(Name of Credit Applicant Company – (hereinafter referred to as "Debtor"))

unconditionally guarantees payment and performance of all obligations of Debtor.

Guarantor guarantees that the liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of: (a) any lack of validity or enforceability of any of the agreements or instruments evidencing Debtor's obligations to AuzTerra Aggregates; (b) any change in the time, manner or place of payment, or in any other term, of all or any part of Debtor's obligations to AuzTerra Aggregates, or any other amendment or waiver of, or any consent to departure from any of the documents evidencing Debtor's obligations to AuzTerra Aggregates; (c) any release or amendment or waiver of, or consent to, departure from, any other guaranty securing Debtor's obligations to AuzTerra Aggregates; and (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor with respect to any indebtedness of Debtor to AuzTerra Aggregates.

Guarantor hereby agrees to bind Guarantor to AuzTerra Aggregates on demand any sum which may become due to AuzTerra Aggregates by Debtor whenever Debtor shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty, and indemnity for such indebtedness of the Debtor.

Guarantor waives: (a) notice of acceptance of this Guaranty by AuzTerra Aggregates; (b) notice of presentment, demand for payment, notice of dishonor or protest of any of the Debtor's obligations; (c) failure of AuzTerra Aggregates to obtain and perfect or maintain the perfection or priority of any security interest or lien on property to secure any indebtedness of the Debtor; (d) any and all defense to enforcement of this Guaranty due to AuzTerra Aggregates failure to preserve, protect, secure or insure any security interest(s) AuzTerra Aggregates has or may have in any property subject to any present or future security (interests) collateralizing the Debtor's obligations to AuzTerra Aggregates; and (e) all defenses, offsets, and counterclaims which Guarantor may at any time have to any claim of AuzTerra Aggregates against the Debtor.

Guarantor agrees that whenever an attorney is used to seek payment under, or otherwise to enforce this Guaranty, all such reasonable attorneys' fees and disbursements shall be payable to Lone Star Ready Mix by Guarantor.

Guarantor's Driver License No.: _____ (Attach Photocopy)

Guarantor's Social Security No.: _____

Guarantor's Signature: _____

Guarantor's Full Name: _____