

Please Return Original To:
 Cahaba Sand and Gravel, Inc.
 2595 Alton Road
 Birmingham, Alabama 35210
 (205) 833-8339
 (205) 833-0108 (Fax)
 Attn.: Credit Department

CAHABA SAND AND GRAVEL, INC

(Sand, Gravel and Speed Arch Products)
Credit Application & Personal Guaranty

Approval: _____
 1. Residential
 2. Commercial

GENERAL INFORMATION/APPLICANT BUSINESS	
Trade Name: _____	Date: _____
Billing Address: _____	Phone: _____
Street Address: _____	Fax: _____
City: _____ State: _____	Zip: _____

BUSINESS FORM		
CORPORATION Year Incorporated: _____ County Incorporated: _____ Tax ID # _____	PARTNERSHIP Year Partnership Formed: _____ County Where Filed: _____ Tax ID# _____	PROPRIETORSHIP Owner: _____ Years in Business: _____ SSN: _____
Please list any and all business names used in the past four years by any officer, partner or owner of the applicant business:		

PRINCIPAL OWNERS, PARTNERS AND OFFICERS			
Name	Address	Social Security Number	Title

BANK REFERENCES	
Bank Name: _____	Bank Name: _____
Account No. _____ Date Opened: _____	Account No. _____ Date Opened: _____
Bank Officer: _____ Phone Number: _____	Bank Officer: _____ Phone Number: _____

TRADE REFERENCES				
Company:	Address:	Phone:	Contact:	Year Opened

HIGH CREDIT LIMIT REQUESTED _____

(Important Additional Terms on Page 2.)

I (We) make application and enter into this contract for the extension of commercial credit and, in the event credit is hereafter extended by Cahaba Sand and Gravel, Inc (hereinafter "*Cahaba*"), I (We) agree to the following terms and conditions:

1. **Payment Terms:** Standard payment terms are due upon receipt. Cahaba may modify the terms of sale upon written notice to the undersigned.
2. **Past Due Invoices:** A finance charge of 1.5% per month, or any part thereof, will be charged on any unpaid invoices that are overdue. Said finance charges shall become a part of the regularly stated account of the applicant.
3. **Personal Continuing Guarantee:** By signing their name to any portion of this application, the undersigned individuals hereby acknowledge that they are signing a personal guarantee for the debts of the applicant. In consideration for the extension of credit to the applicant, the undersigned representative, whether signing as officer, partner, agent, or otherwise, agree(s) that by the execution hereof on behalf of the principal he/they intend(s) and agree(s) to be personally liable, jointly and severally, with the applicant herein as surety and guarantor on the debts of the applicant under this credit application. **The undersigned personal guarantor, recognizing that his or her individual consumer and business credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Cahaba Sand and Gravel, Inc., from time to time as may be needed, in the credit evaluation process.** Without the authority of, or notice to, the undersigned guarantor(s), Cahaba Sand and Gravel, Inc. may grant credit to the applicant from time to time, alter, compromise, accelerate, extend, or change the time and manner of the payment of any indebtedness, increase or reduce rates of interest, or add or release other sureties or guarantors. The contract of guarantee shall be continuing and remain in full force and effect until the expiration of thirty (30) days after written notice of revocation is delivered to Cahaba Sand and Gravel, Inc., Inc. via certified mail addressed to: Credit Department, Cahaba Sand and Gravel, Inc., 2595 Alton Road, Birmingham, Alabama 35210. The guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this guarantee, and agrees to pay any and all costs of collection of past due balances pursuant to paragraph 5 of this application.
4. **Investigation of Credit Application:** The applicant and guarantor(s) hereby authorize Cahaba, or its agent, to investigate applicant*s and guarantor(s)* credit status or to reinvestigate said status from time to time as Cahaba deems necessary, and upon such reinvestigation should Cahaba deem it necessary to limit or terminate the credit arrangement with the applicant, applicant will be notified, along with Cahaba*s modified terms of sale, if any, and should the applicant at any time hereafter deviate from Cahaba*s terms of sale or otherwise default of this agreement Cahaba shall have the option to limit or terminate the extension of further credit.
5. **Past Due Collections:** I (We) hereby acknowledge that Cahaba may in its sole discretion take steps necessary to collect past due amounts, including retaining the services of an attorney and filing a lawsuit against the applicant and guarantors. I (We), the applicant and the guarantor(s), hereby waive all rights of exemption under the constitution and laws of the State of Alabama, or any other State, and, in the event of default and placement with an attorney, agree to pay Cahaba and their attorneys a reasonable attorney*s fee of thirty three percent (33%) of the unpaid balance and interest at the time of placement, plus all interest accrued to the date of judgment and costs of collection, which include court and discovery costs or any other costs associated with collecting the sum due Cahaba.
6. **Payment of Disputed Invoices:** Applicant and guarantors hereby agree that any check or money order purporting to be "Payment in Full" of a disputed invoice, amount or debt shall amount to accord and satisfaction of the disputed invoice, amount or debt only if so marked "Payment in Full" and mailed by certified mail to: Credit Department, Cahaba Sand and Gravel, Inc., 2595 Alton Road, Birmingham, Alabama 35210, or, likewise, to the duly authorized attorneys of Cahaba, and the same check is cashed or negotiated on behalf of Cahaba. A disputed invoice or debt is hereby defined as any invoice or debt for which the applicant or its agent disputes the full amount claimed by Cahaba or its agents.
7. **Unsigned Deliveries and Billing Discrepancies:** Applicant hereby authorizes Cahaba to deliver goods with or without signed delivery receipts and further agrees to notify the credit department of Cahaba in writing of billing discrepancies within forty five (45) days of receipt of disputed invoices. Failure to timely notify Cahaba in writing shall act as a presumption that the deliveries and invoices are valid as stated and invoiced.
8. **Modifications:** No purported modification or waiver of any of the provisions of this agreement shall be binding upon Cahaba unless the same is reduced to a writing signed by an authorized representative of Cahaba.
9. **Warranties:** Cahaba warrants that goods sold meet the applicable ASTM standards and makes no other warranty whatsoever, express or implied. CAHABA SAND AND GRAVEL, INC. MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. CAHABA SAND AND GRAVEL, INC*s LIABILITY SHALL BE LIMITED TO THE COST OF GOODS FOUND TO BE DEFECTIVE OR NON-CONFORMING.
10. **Binding Arbitration:** The parties to this application agree that the goods and materials supplied by Cahaba relate to, have traveled in, and have a significant impact upon interstate commerce. All claims, demands, disputes and controversies that may arise between the parties to this agreement concerning any issue related to this contract, with the exclusion of actions by Cahaba to collect amounts due under this contract and actions to enforce or perfect materialmen*s liens, shall be arbitrated pursuant to the FEDERAL ARBITRATION ACT and that said arbitration shall be binding upon the parties. The parties further agree that the party making demand for arbitration pursuant to this provision shall pay the initial filing fee for arbitration, and the costs of arbitration will be awarded according to the sole discretion of the arbitrators. The parties further agree that any counter-claim or cross claim brought against Cahaba in a lawsuit to collect sums due under the contract may be severed from the collection litigation and submitted to binding arbitration, upon the appropriate request of Cahaba. The terms of the American Arbitration Association shall govern the arbitration.
11. **Copies of this Contract:** The parties hereby acknowledge that a copy of this contract, whether facsimile or photocopy, shall have the same force and effect as the original.

Authorized Corporate Representative ¹

Personal Guarantor

Personal Guarantor

Title Of Corporate Representative

Written Name of Personal Guarantor

Written Name of Personal Guarantor

Date Signed

Date Signed

Date Signed

THE ABOVE SIGNED INDIVIDUALS, UNDERSTAND AND AGREE AS FOLLOWS:

1. That by signing this document as an authorized corporate representative, he or she also intends to personally guarantee the debts of the applicant pursuant to paragraph 4.
2. That the above signed individual(s), who is(are) either a principal, officer or owner of the credit applicant, a sole proprietorship of the credit applicant, and, by virtue of signing this application in any capacity, a personal guarantor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on each individual by Cahaba Sand and Gravel, Inc., from time to time, as may be needed, in the credit evaluation and re-evaluation of the applicant.