



# CREDIT APPLICATION

Allow minimum 48 hours to process  
Complete front and back of form



For office use only
Salesperson: _____
Code: _____

## 1. Customer Information

Full Legal Name/Business Entity \_\_\_\_\_ Federal ID # \_\_\_\_\_

Billing Address \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Physical Address \_\_\_\_\_ Office Email: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Expected Monthly volume in yds<sup>3</sup> \_\_\_\_\_

Company Type: Corporation  Partnership  Sole Proprietorship  LLC

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_ Mobile # ( ) \_\_\_\_\_

Account payable contact person: Name: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

Year business started: \_\_\_\_\_ Do you require a purchase order? Yes  No  Credit requested \$ \_\_\_\_\_

Have you done business under any other name or entity during the last 5 years? Yes  No  If yes, list the most recent

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Credit cards available? Visa  Limit MC  Limit Discover  Limit Amex  Limit

Do you currently have a Line of Credit with a bank?  Yes  No Limit: \$ \_\_\_\_\_ Current balance: \$ \_\_\_\_\_

Name of project(s) requesting credit for: \_\_\_\_\_

Company for which you are applying for credit.  Penny's Concrete, Inc.  Penny's Aggregates, Inc.  Both - Penny's Aggregates account is only for use at our rock quarry & sand plant in KS

## 2. Bank & Credit References

Bank Name	Operating Account #	Fax #
Contact Person	E-mail	
Address	City	State Phone #

### Current Material Suppliers or Credit references (list at least 3)

Company Name	Contact Person	Fax #
Length of relationship	E-mail	
Address	City	State Phone #
Company Name	Contact Person	Fax #
Length of relationship	E-mail	
Address	City	State Phone #
Company Name	Contact Person	Fax #
Length of relationship	E-mail	
Address	City	State Phone #
Company Name	Contact Person	Fax #
Length of relationship	E-mail	
Address	City	State Phone #

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EQUAL OPPORTUNITY EMPLOYER



**SUBMITTAL OF CREDIT APPLICATION IMPLIES ACCEPTANCE OF THE FOLLOWING TERMS**

**3. Terms:**

- **Credit:** Payment by approved national credit cards accepted (currently Discover®, Mastercard®, and Visa®). American Express® is accepted with a usage fee. Credit payment is required by the 10<sup>th</sup> of the next month following the month of purchase. (Example: purchase date 6/3/xx – payment required by 7-10-xx). All accounts with an outstanding balance past the 10<sup>th</sup> of the next month following the month of purchases are **“PAST DUE”** (aged a maximum of 41 days). There will be a 1 1/2% finance charge on all balances aged 60 days or more. All accounts not meeting terms and aged 60 days or more are subject to a **“CREDIT CARD ONLY”** status. **“CREDIT CARD ONLY”** is defined as no new purchases on account until the account is brought into terms (payment due by the 10<sup>th</sup> of the next month following the month of purchase). Legal means will be utilized to collect all monies due.
- Winter Service is charged for the period of November 1 thru March 31. (Concrete)
- Holding Time Fees (Current rate) per minute over the allotted time of six minutes per yard. (Concrete)
- Short Load Fee (Current rate) for less than six (6) yard loads. (Concrete)
- Evening Delivery (after 4:30PM) and Saturday Delivery charges may be assessed. (Concrete)
- Wait Time Fees (Current rate) may apply (Aggregate) and/or Minimum Load Fee (Current rate) may apply (Aggregate)
- Fuel Surcharge - a percentage charged on the pretax amount based on a monthly index.
- Lien Fee (Current rate) charged for each filing.
- I understand and agree to make payment per all federal and state prompt pay statutes.
- Materials hereby sold become property of purchaser at the point of origin (batch plant).
- All concrete material deliveries made in Missouri have a non-taxable haul charge of \$19.25 per cubic yard included in the price.
- **DELIVERY AGREEMENT:** Purchase is for delivery to the curb line. In the event Purchaser requests delivery beyond the curb line, the Purchaser hereby assumes liability for damages to sidewalks, driveways, all other property, and personal injury. Purchaser hereby agrees to indemnify and hold the Seller harmless against all liability, loss or expense incurred as the result of such delivery. If ground conditions beyond the curb line are inadequate for heavy truck travel, and as a result of this condition the truck requires towing, towing will be at the customer’s expense.
- **PRODUCT PERFORMANCE:** All concrete sold on a basis of compressive strength, air-entrainment, slump, temperature, density and or yield must be sampled at the mixer truck discharge in accordance to ASTM C172 and tested according to the applicable ASTM testing standards. Compressive strength: ASTM C31 & ASTM C39; air content: ASTM C231 or ASTM C173; Slump: ASTM C143; Temperature: ASTM C1064; density and or yield: ASTM C138. Slump and air-entrainment variances in accordance to ASTM C94 are applicable. Unless identified in writing, no other condition of sale shall apply. Customer assumes all responsibility for the placement, consolidation, curing, and protection of all concrete after delivery to the curb line. The placement, consolidation, curing, and protection of all concrete can greatly affect its performance. \*The seller is not responsible for any product performance after placement is made by the customer. (\*Concrete & Aggregate)
- **INDEMNIFICATION:** To the fullest extent permitted by law, Buyer will indemnify, hold harmless, and defend Seller (including paying all Seller’s reasonable attorney’s fees, expert witness fees, and expenses) from any and all liability for loss, damage, or injury to person or property in any manner arising out of, incident to, or in any way related to the project at which product is delivered or the performance of any obligations under this credit application. Buyer is not obligated to indemnify Seller for Seller’s own negligence.

**4. Proprietors or Corporate Officers Authorization:** I/we the customer (hereinafter referred to as Applicant) certify that this information is correct, accurate and complete, and that we are solvent and able to pay for all products and services provided by **PENNY’S CONCRETE, INC. / PENNY’S AGGREGATES, INC.** (hereinafter referred to as SUPPLIER). Applicant is financially able to meet all commitments made with SUPPLIER and expects to pay all invoices according to terms. Applicant understands that SUPPLIER will rely on this information for the extension of credit. Applicant authorizes SUPPLIER from time to time to obtain Credit Reports on Applicant or any individuals listed below. The Applicant understands that the following separate paragraph, when signed, will authorize SUPPLIER to run a complete and thorough credit investigation on the Applicant:

The Applicant or individuals listed below, including section 5, hereby authorize(s) LENDER to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business trade credit represented by this credit application. The undersigned as {an} individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

Print Full Name \_\_\_\_\_ SSN # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**5. Personal Guarantee:** The undersigned Guarantor(s) for and in consideration of the extension of credit to the above Company, hereby jointly and severally promise and agree to pay SUPPLIER or holder then of, and all Indebtedness, which the Company may now or hereafter owe to SUPPLIER. Guarantor(s) waive demand for payment, notice of acceptance of this Guaranty, diligence, presentment, notice of default, protest, suit by SUPPLIER, or holder against Company and Guarantor(s), and notice of any and all renewals or extensions of such indebtedness. The bankruptcy Insolvency, receivership, and change of name, change in composition or ownership of the Company shall not affect Guarantor(s) liability. If it is necessary to place this Guaranty with an attorney or collection agency for collection, Guarantor(s) agrees to pay reasonable attorney’s fee and/or collection agency fee and costs, as allowed by law.

Print Full Name \_\_\_\_\_ SSN # \_\_\_\_\_

Guarantor’s Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



This surcharge will be based on the Midwest Average On-Highway Retail Diesel Prices reported on [www.eia.doe.gov/oog/info/wohdp/diesel.asp](http://www.eia.doe.gov/oog/info/wohdp/diesel.asp) by the U.S. Department of Energy. On the first day of each month, the previous week's average fuel cost will be used to calculate the current month's fuel surcharge per load. The table below illustrates the surcharge levels.

<b>FUEL SURCHARGE CHART 2017</b>					
<b>D.O.E. AVERAGE PRICE PER GALLON</b>		<b>SURCHARGE PER LOAD</b>	<b>D.O.E. AVERAGE PRICE PER GALLON</b>		<b>SURCHARGE PER LOAD</b>
\$3.000	- \$3.099	\$1.00	\$4.500	- \$4.599	\$13.00
\$3.100	- \$3.199	\$1.80	\$4.600	- \$4.699	\$13.80
\$3.200	- \$3.299	\$2.60	\$4.700	- \$4.799	\$14.60
\$3.300	- \$3.399	\$3.40	\$4.800	- \$4.899	\$15.40
\$3.400	- \$3.499	\$4.20	\$4.900	- \$4.999	\$16.20
\$3.500	- \$3.599	\$5.00	\$5.000	- \$5.099	\$17.00
\$3.600	- \$3.699	\$5.80	\$5.100	- \$5.199	\$17.80
\$3.700	- \$3.799	\$6.60	\$5.200	- \$5.299	\$18.60
\$3.800	- \$3.899	\$7.40	\$5.300	- \$5.399	\$19.40
\$3.900	- \$3.999	\$8.20	\$5.400	- \$5.499	\$20.20
\$4.000	- \$4.099	\$9.00	\$5.500	- \$5.599	\$21.00
\$4.100	- \$4.199	\$9.80	\$5.600	- \$5.699	\$21.80
\$4.200	- \$4.299	\$10.60	\$5.700	- \$5.799	\$22.60
\$4.300	- \$4.399	\$11.40	\$5.800	- \$5.899	\$23.40
\$4.400	- \$4.499	\$12.20	\$5.900	- \$5.999	\$24.20



## PAPERLESS INVOICES

Penny's Concrete, Inc. and Penny's Aggregate, Inc. provide customers the option to receive invoices electronically via email.

Some advantages of going paperless are:

- **Convenience.** Manage and store invoices easier.
- **Speed.** Receive by email the next business day after delivery.
- **Security.** Reduce the chance of an invoice getting lost or stolen.

Please complete the information below and return with your credit application **or** anytime afterwards by email to [ar@pennysconcrete.com](mailto:ar@pennysconcrete.com).

Yes, please send my PCI or PAI invoices via email instead of mailing:

Account# or Name \_\_\_\_\_ Phone# \_\_\_\_\_  
 Email Address \_\_\_\_\_

I understand that PCI and PAI invoices will not be mailed through the USPS.

Account Holder Name: \_\_\_\_\_ (Please Print)  
 Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Penny's Concrete, Inc. and/or Penny's Aggregate, Inc. will not rent, sell, or share your information.