



CITY CONCRETE, INC.

Please return via Fax: (817) 636-2691

E-Mail: credit@cityconcreteinc.com

Regular Mail: Post Office Box 890
Rhome, Texas 76078

Date Turned In	Estimated Requirements - Must be completed for application to be processed			
Date Needed	CCI Office/ Plant Location	CCI Sales Rep		
Company Name		Street Address		
City	State	Zip	Telephone Number	Fax Number
Web Site		E-Mail Contact		

Years in Business	Date Business Established	Type of Customer		
Type of Operation	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venure <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Corporation <input type="checkbox"/> Sub/Sub Contractor <input type="checkbox"/> Other			
No. of Employees				

Owner or Officers	Position	If Individual or Owner, Social Security Number and Address

P.O. Required <input type="checkbox"/> Y <input type="checkbox"/> N	Authorized Purchasers
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Bonding Company	Telephone Number	License Number
Bank	Telephone Number	Account Number
Financial Statement Available <input type="checkbox"/> Attached <input type="checkbox"/> On Request		

Trade References:	Address	Phone Number
(1)		
(2)		
(3)		
(4)		

To be completed by CCI office

Approved:	Comments:
Declined:	
Credit Limit:	

Please read and sign pages 2 and 3. If faxing, be sure to fax all documents or return originals by mail.
Sales tax will apply to all purchases unless a tax exemption certificate has been received by our credit department.
Thank you very much for your business.

CONDITIONS OF CREDIT, QUOTATION, AND SALE

ACCEPTANCE: Seller's quotation and offer contained herein (a) may be accepted only by signing and returning the original hereof to Seller, and (b) shall be deemed withdrawn and of no further effect unless accepted by Purchaser by signing and returning the original hereof to Seller within (30) days after the date hereof. After such acceptance, all purchase orders and/or other documents or other instructions from Purchaser will be deemed subject to all the terms and conditions set forth herein and no additional or inconsistent term contained in any such purchase order and/or other document or instruction from Purchaser shall be given any effect unless agreed to in writing by Seller.

If Purchaser has not signed and returned to Seller the original hereof as aforesaid, Purchaser will conclusively be deemed to have agreed to in writing signed by Seller, provided, however, that Seller at it's sole option, may reject any order for materials covered hereby if a copy hereof has not been signed and returned to seller within time provided above.

LIMITATION OF DELIVERIES: Seller's obligation to deliver concrete at prices quoted is limited to deliveries on the project specified within six (6) months after date of quotation, unless otherwise specified on the front side thereof. Seller may refuse to commence or continue deliveries at prices quoted on projects not started within a reasonable time or on projects not continuously prosecuted after the commencement of deliveries.

DELIVERIES: Prices quoted are based upon batching and delivery in minimum three (3) cubic yard loads. An extra delivery charge of \$60.00 per hour may be assessed on partial loads. All concrete ordered by Purchaser and delivered to the job, whether used or not, will be billed to Purchaser. Prices and quantities are based upon the wet volume at the time of discharge from delivery trucks. Receipted delivery tickets shall be binding unless immediately disputed.

TIME OF DELIVERY: Unless otherwise specified, prices quoted are based on delivery by trucks to jobsite during normal working hours, Monday through Friday. An additional charge may be made for deliveries after normal working hours. Purchaser is responsible for giving Seller reasonable and adequate notice for scheduling and delivering concrete. Seller will not be expected to hold trucks and equipment available for deliveries to Purchaser, and will not, without reimbursement, hold plants open and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays in delivery due to inadequate notice by Purchaser or due to underestimation of quantities for a placement.

POINT OF DELIVERY: Deliveries by trucks are dependent upon safe accessibility to point of delivery. Roadways shall be deemed inaccessible if trucks cannot proceed with the full load (unless partial loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser ordered delivery beyond curb line, Seller shall not be liable for damage to sidewalks, driveways, or other property, and Purchaser shall indemnify and hold Seller harmless against any and all liability, loss and expense incurred as a result of such damages. All deliveries shall be made subject to applicable regulations governing the standard operating procedure of common carriers.

STANDBY: Prices quoted are based on prompt unloading of trucks. Seller reserves the right to make a standby charge of \$60.00 per hour or fraction thereof for trucks held at the job more than thirty (30) minutes. In case of repeated delays in unloading, Seller reserves the right to discontinue shipment of product until conditions causing delay are corrected.

TAXES: Any sales, processing or similar tax imposed by any governmental authority which is now or hereafter becomes applicable to deliveries by Seller shall be paid by Purchaser unless otherwise provided by law in addition to the prices specified herein.

QUALITY AND TESTING: Seller warrants that all ready-mixed concrete delivered to purchaser shall conform to requirements of ASTM specification C-94-latest revision.

Where quantity of Portland cement is specified, seller warrants that concrete delivered contain the specified quantity and type of materials specified within accepted tolerances for ready-mixed concrete. Where strength of concrete is specified, Seller warrants that the concrete furnished will meet the strength specified in accordance with the provisions of ASTM specification C-94-latest revision, Section 16. All strengths shall be determined in pounds per square inch as shown by compressive tests at 28 days when cured, capped and tested In accordance with procedures of ASTM C-31-latest revision. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to the strength of concrete provided the slump at the time of delivery is equal to or greater than that specified.

SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OF FUTURE PERFORMANCE. Seller's obligation under this warranty shall be limited to replacement or allowance of credit for nonconforming materials as provided herein.

DELAYS: Seller shall have no liability whatsoever to Purchaser or to any other person for delays in deliveries or orders accepted hereunder resulting from fire, casualties, calamities, strikes or other labor disputes, war, insurrection, interruption or shortage of utility service or materials, acts or regulations of any governmental body or agency, or resulting from conditions or events beyond the reasonable control of Seller. Should Seller experience any delays or shortages of transportation or materials, Seller shall be permitted to allocate deliveries among its customers, but Seller shall exercise due diligence in assuring delivery hereunder.

LIMITATIONS OF LIABILITY OF SELLER/LIMITATIONS OF REMEDY: Seller shall not be liable for loss or damage of any nature after delivery. Seller's only liability and obligation with respect to nonconforming (including defective) concrete shall be to replace such nonconforming concrete at point of delivery or, at Seller's option, to allow credit for such nonconforming concrete, provided that Purchaser shall be deemed to have waived all rights or claims hereunder with respect to nonconforming concrete not reported to Seller within one (1) year after the time of delivery thereof to Purchaser. Seller shall have no liability for loss or damage in excess of the price received for nonconforming or defective concrete delivered to Purchaser or for losses or damages of any nature incurred or suffered by Purchaser or any other person or entity in repairing or replacing defective concrete or occasioned by defective concrete, and Seller shall have no other responsibility, obligation or liability whatsoever with respect to any concrete delivered hereunder whether predicated on alleged breach of contract or negligence or otherwise.

TERMS AND PAYMENT: Terms of payment on approved credit and discounts are as stated on the face of this quotation. Discounts will be allowed only if Purchaser owes Seller no past due account on any product sold by the company, and discounts will not be allowed unless earned strictly in accordance with terms stated on the face hereof. Seller reserves the right to refuse to deliver to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account and to make discounts applicable only for cash payment upon delivery. Accounts shall become past due on the last day of the month following the month of shipment. All accounts shall be payable in Wichita Falls, Wichita County, Texas. Any past due account shall bear interest up to the maximum legal rate allowed by law; in the event the collection of any unpaid balance is placed in the hands of the Seller's attorney, purchaser shall pay a reasonable attorney's fee.

GOVERNMENT REGULATIONS: This quotation is made subject to all applicable governmental orders, rules and regulations and with respect to construction or the use of building materials.

NO VERBAL AGREEMENTS: It is understood that there are no verbal agreements or understandings, which are not incorporated herein.

Agent(s):

Legal Entity: _____

By: _____

Name (printed): _____

Title: _____

Date: _____

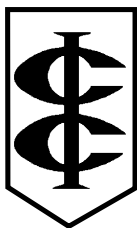
Legal Entity: _____

By: _____

Name (printed): _____

Title: _____

Date: _____



CITY CONCRETE, INC.

The undersigned consents to City Concrete, Inc. obtaining credit report(s) on:

Individual's name

Individual's name

For the purpose of evaluating creditworthiness in connection with application for business credit for

Name of Business

Signed by:

Signature

Signature

Social Security Number

Social Security Number

Address

Address

In consideration of goods being sold on open account to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/or renewed without notice to me. That I will, within five (5) days from the date of notice that the account is past due, pay the amount due.

GUARANTOR _____ DATE _____

GUARANTOR _____ DATE _____



CITY CONCRETE, INC.

REQUEST FOR PROJECT INFORMATION

IN ORDER TO BECOME BETTER ACQUAINTED WITH OUR CUSTOMERS AND THEIR NEEDS, PLEASE HELP US BY PROVIDING THE FOLLOWING INFORMATION ON THE PROJECT THAT YOU WILL BE WORKING ON. THANK YOU

1.) PLEASE PROVIDE YOUR NAME AND COMPANY NAME

NAME: _____ COMPANY: _____

2.) ARE YOU PROVIDING SERVICES AS:

GENERAL CONTRACTOR

SUBCONTRACTOR

3.) IF YOU ARE THE SUBCONTRACTOR, WHO IS THE GENERAL CONTRACTOR?

NAME: _____

ADDRESS: _____ CITY: _____ ST: _____

TELEPHONE: () _____ FAX: () _____

4.) WHO IS THE OWNER OF THIS PROJECT:

NAME: _____

ADDRESS: _____ CITY: _____ ST: _____

TELEPHONE: () _____ FAX: () _____

5.) WHAT IS THE PHYSICAL ADDRESS OF THE PROJECT WHERE THE WORK IS BEING PERFORMED?

6.) WHAT IS THE NAME OF THE BONDING AGENT WHO CARRIES THE BOND ON THIS PROJECT?

NAME: _____

ADDRESS: _____ CITY: _____ ST: _____

TELEPHONE: () _____ FAX: () _____

PLEASE FEEL FREE TO CONTACT OUR CREDIT DEPARTMENT WITH ANY QUESTIONS THAT YOU MAY HAVE. THANK YOU VERY MUCH FOR YOUR BUSINESS.

WWW.CITYCONCRETEINC.COM

PLEASE RETURN THIS SHEET VIA FACSIMILE TO: **(817) 636-2691**
OR VIA E-MAIL TO: **CREDIT@CITYCONCRETEINC.COM**

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.