

APPLICATION FOR CREDIT

Return Application To:
Credit Department
220 Corporate Center Dr.
Stockbridge, GA 30281
Fax: 770-692-2932/2933
Phone: 770-506-7125

Please check the box(es) below that you are applying for credit:



Name or Company Name: _____ Sole Proprietor Incorporated LLC Partnership

Your business name must be here as registered with the Secretary of State, Business License, Tax Returns, etc.

Address: _____ City, State & Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Cell: _____

Are you a commercial or a residential builder? _____ SSN/EIN: _____

If you are a subcontractor, supplying concrete or supplies to a general contractor, you are required to notify us of every job location and who the General Contractor is, so that we may obtain a Notice of Commencement from the General Contractor. You must call or fax that information prior to beginning a new job.

Location of job(s) of where you are building: (county location & subdivisions) _____

Please give details on the company principals:

Name of Principal	Residential Street Address	City, State & Zip	Social Security # and birth date required
1. _____	_____	_____	_____
2. _____	_____	_____	_____

A/P contact: _____ Telephone # _____ Fax # _____

NOTE: PLEASE PROVIDE A COPY OF THE APPLICANT(S) DRIVER LICENSE/ID.

TRADE REFERENCES

Company: _____	Phone: _____	Fax: _____
Company: _____	Phone: _____	Fax: _____
Company: _____	Phone: _____	Fax: _____

BANK REFERENCES

Bank Name: _____ Branch: _____ Account Type: _____
Address: _____ Contact: _____ Phone: _____

BY MY SIGNATURE ON PAGE 2 OF THIS DOCUMENT, I HEREBY AGREE THAT THE CREDIT DEPARTMENT IS GIVEN PERMISSION TO PULL CREDIT. I HEREBY AUTHORIZE ANY LISTED BANK AND/OR TRADE REFERENCE TO REVEAL CREDIT INFORMATION TO WALKER CONCRETE OR WALKER CONSTRUCTION PRODUCTS FOR THE PURPOSE OF CONSIDERATION OF THE ESTABLISHMENT OF TRADE CREDIT.

PLEASE SEE REVERSE SIDE FOR CREDIT TERMS AND AGREEMENT THAT MUST BE SIGNED BY COMPANIES OR INDIVIDUALS.

FOR OFFICE USE ONLY:

Date Application Approved: _____ Date Application Denied: _____

Signature of Credit Manager: _____ Salesman Assigned: _____

IN APPLYING FOR CREDIT WITH WALKER CONCRETE COMPANY, LLC ("W/C") AND/OR WALKER CONSTRUCTION PRODUCTS LLC ("WCP"), I HEREBY AGREE TO THE FOLLOWING TERMS:

WALKER CONCRETE: IF MY INVOICES ARE PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE, I WILL TAKE A 2% DISCOUNT OFF THE INVOICES. IF I DO NOT PAY BY THE 10TH OF THE MONTH MY FULL BALANCE IS DUE ON THE 30TH OF THE MONTH FOLLOWING PURCHASE.

WALKER CONSTRUCTION PRODUCTS: MY FULL BALANCE IS DUE ON THE 10TH OF THE MONTH FOLLOWING PURCHASE 1% DISCOUNT TO BE TAKEN IF PAID BY THE 10TH. I AGREE TO PAY A DELIVERY CHARGE ON ALL SAND, ROCK OR GRAVEL LESS THAN 14 TONS.

IN THE EVENT THIS DEBT IS COLLECTED BY AN ATTORNEY AT LAW, APPLICANT AGREES TO PAY REASONABLE ATTORNEYS FEES.

REPRESENTATIONS AND WARRANTIES

The undersigned represents and warrants that he/she is duly authorized to execute this credit application. The undersigned understands that the information provided herein is to induce W/C and WCP to extend or to continue the extension of credit. The undersigned acknowledges and understands that W/C and WCP are relying on the information provided herein in deciding to grant or to continue credit or to accept the guarantee provided below. The undersigned represents, warrants and certifies that the information provided herein is true, correct and complete. The undersigned agrees to notify W/C and WCP immediately and in writing of any changes in names, address or legal entity and of any material adverse change (1) in any of the information contained in this application or (2) in the financial condition of the company seeking credit. W/C and WCP are authorized to make all inquiries they deem necessary to verify the accuracy of the information contained herein, and to determine the credit worthiness of the undersigned. W/C and WCP are authorized to answer questions about its credit experience with the company seeking credit.

The undersigned further represents and binds the company seeking credit to W/C and WCP's standard terms and conditions, which may change from time to time, to each and every transaction, unless specifically agreed in writing otherwise.

Any controversy, dispute, or claim that Buyer may have against Seller must be initiated no later than one (1) year after the Materials were delivered.

Applicant agrees to hold in trust all funds paid to Applicant for goods and services provided by W/C and/or WCP and to promptly pay W/C and/or WCP that portion of such funds owed by Applicant to W/C and/or WCP for same in accordance with O.C.G.A. § 13-11-4. Applicant acknowledges that it has a fiduciary duty to W/C and/or WCP to faithfully account for all funds paid to the Applicant for goods and services provided to the Applicant by W/C and/or WCP. The undersigned executes the within and foregoing document in his/her individual capacity so as to be personally bound hereby and on behalf of Applicant.

PERSONAL GUARANTEES

For valuable consideration received, and to induce W/C and WCP to extend credit to the company seeking credit, the undersigned, jointly and severally guarantee and promise to pay any and all indebtedness of the Applicant seeking credit and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure under this personal guarantee, including reasonable attorney's fees, whether the same be collected or secured by, or any attorney consulted with reference to, suit or otherwise. This is a continuing guarantee relating to any indebtedness including that arising under successive transactions. W/C and WCP have the authority to extend the time of payment of any indebtedness hereby guaranteed and to renew, modify or accelerate the terms or provisions of the indebtedness or any part thereof, without notice and without releasing the liability of the undersigned. The undersigned waives any rights to W/C and WCP to give notice of indebtedness or default of payment. Nor will it be necessary for W/C and WCP to procure a judgement against the company seeking credit before demanding the payment which is hereby guaranteed. This guarantee shall be continuing, absolute and unconditional and shall remain in full force and effect as to the undersigned and his/her estate. Execution is notice to the undersigned of his/her acceptance and no further notice of acceptance is required.

Further, the undersigned agrees that W/C and/or WCP may modify or withdraw, at any time the terms of credit extended to Applicant. The undersigned waive presentment, demand, notice of dishonor, protest and all other notices whatsoever and agrees, that W/C and/or WCP may enforce this guaranty without first or contemporaneously or otherwise seeking or proceeding to collect from Applicant.

JURISDICTION AND VENUE

The undersigned, including applicant and any and all Guarantors, acknowledge W/C and/or WCP is a Georgia corporation having a corporate office and principal place of business in Fayette County and agree that the Superior Court of Fayette County, Georgia is a court having subject matter jurisdiction over any dispute regarding labor or materials provided by W/C and/or WCP to Applicant and that such Court is the most convenient forum and venue in which to bring any legal action arising out of or in connection with the labor and materials provided by W/C and/or WCP to Applicant, including payment to W/C and/or WCP by Applicant.

The undersigned, including Applicant and any and all Guarantors, waive personal service of process of any civil action commenced in the Superior Court of Fayette County, Georgia (or any other Court having subject matter jurisdiction) against Applicant or Guarantor(s) for collection of Applicant's account as authorized in this Credit Application and consent that service of process may be made by statutory overnight delivery or by certified U.S. mail to the address provided by Applicant in this Credit Application or at any other address submitted by Applicant to W/C and/or WCP.

INTEREST AND COLLECTION

Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance. Buyer shall pay all costs and expenses incurred in collecting sums due or owing, including court or arbitration fees and costs, attorneys' fees, and expert witness fees, arising before, during, or after trial, including any costs, attorneys' fees, or expenses incurred in any appeal there from.

Signatures:

(Signature)	(Signature)	(Signature)
(Print Name)	(Print Name)	(Print Name)
(Address)	(Address)	(Address)
(Social Security Number)	(Social Security Number)	(Social Security Number)
(Date)	(Date)	(Date)