



BLALOCK

An Association of Corporations and Other Entities

P.O. Box 4750, Sevierville, TN 37864

Phone: 865-453-2808

CREDIT APPLICATION AND GUARANTY AGREEMENT

Please select all Blalock entities for which you are requesting accounts:

Charles Blalock and Sons

Blalock Lumber Co. / Blalock Ready Mix

Blalock Hardware

A-1 Block Sales

Newport Paving and Ready Mix

Applicant's Legal Business Name:											
Physical Address (NO PO BOXES):											
Street:		City:			State		Zip				
Mailing Address:											
Street:		City:			State		Zip				
Phone:		Fax:		Cell:		Email:					
Company Information:											
Business is a:		Corporation		Partnership		Proprietorship		LLC			
Federal ID Number:			Type of business:								
Year of incorporation (if applicable):			State of Organization		Years in Business						
Accounts Payable Contact and Information:											
Name:		Phone:			Email:						
Purchase Orders required?		<input type="checkbox"/> Yes		<input type="checkbox"/> No		Are you tax exempt (attach certificate if yes)		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
How do you prefer to receive invoices and statements:				<input type="checkbox"/> Mail		<input type="checkbox"/> Email		<input type="checkbox"/> Both			
How do you prefer to receive delivery tickets:				<input type="checkbox"/> Paper Copy		<input type="checkbox"/> eTickets (if available)		<input type="checkbox"/> Both			
If yes to etickets, please provide a contact to setup your company administrator for ticket portal accounts:											
Name:		Phone:			Email:						
<i>If you have any other special instructions for ordering or billing, please attached a copy to this application.</i>											
Owners / Officers											
Name:		Title:			Phone:						
Physical Address:											
Email:		Social Security:			Years with Company:						
Name:		Title:			Phone:						
Physical Address:											
Email:		Social Security:			Years with Company:						
Name:		Title:			Phone:						
Physical Address:											
Email:		Social Security:			Years with Company:						
Banking Reference											
Principle Bank:		Address:									
Contact:		Phone:			Email:						
Trade References (Please include 3)											
Name:		Address:									
Contact Email:		Phone:			Fax:						
Name:		Address:									
Contact Email:		Phone:			Fax:						
Name:		Address:									
Contact Email:		Phone:			Fax:						

AGREEMENT

CREDIT TERMS AND CONDITIONS

1. **BINDING AGREEMENT**—This Agreement, also referred to “Credit Application”, is between Charles Blalock and Sons, Inc., Blalock Lumber Company, LP d/b/a Blalock Ready Mix, Blalock Hardware, Inc., Newport Paving, Inc. d/b/a Newport Paving and Ready Mix, and/or A-1 Block Sales, LLC, hereinafter “Blalock”, and the Applicant, also referred to as “Buyer”, named on page 1. This Agreement, along with any contract terms, exclusions, sales agreements, purchase orders, quotation terms or conditions, or delivery ticket conditions and releases (collectively referred to as “Terms”) represent the entire agreement between Blalock and the Applicant and apply to all transactions. Additional conditions for ready mix and building material sales can be reviewed at www.blalockcompanies.com/commercial/terms.
2. **AUTHORIZATION FOR CREDIT REVIEW**—Applicant hereby authorizes Blalock to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application and any other credit bureaus as Blalock deems necessary in review of this application.
3. **PAYMENT TERMS**—Unless otherwise set forth in individual contracts, purchase orders, or sales agreements, the entire balance of all accounts is due by the 10th day of the following month. Applicant agrees to finance charges for late payments, assessed at a monthly percentage rate of one and one-half percent (1.5%). Furthermore, Applicant acknowledges that any overdue balance on a Blalock account with result in all Blalock accounts being placed on credit hold. Orders on any overdue account will be shipped only on Cash-On-Delivery (COD) terms at current list pricing. If Applicant should fail to fulfill any of its obligations under this agreement or otherwise defaults, or if Blalock, acting in good faith, deems the prospect of payment under this agreement impaired, Blalock reserves the right to declare any unpaid balance owed by Applicant under this agreement to be immediately due and payable and/or terminate the credit privileges of the Applicant under this agreement, including refusing to sell Applicant additional goods or services until the unpaid balance is paid in full. Should it be necessary to place Applicant’s account for collection, suit, or other legal action, Applicant agrees to pay all costs and expenses related to collections and legal proceedings, including reasonable attorney and/or appellate attorney fees. Applicant agrees that any legal action brought for collection of past-due accounts under this agreement shall be brought in a court of competent jurisdiction in Tennessee.
4. **ACCURACY AND PROVISION OF APPLICANT INFORMATION**—Applicant certifies that any and all information now or hereafter supplied to Blalock by Applicant or at Applicant’s request or instruction, is both accurate and complete. Applicant shall promptly notify Blalock of any change in information supplied and any changes to Applicants business address, mailing address, or other contact information. Applicant agrees to provide Blalock, upon request, information related to bonding companies, general contractors, or property owners for the purposes of serving preliminary notices, payment bond claims, and/or liens.
5. **AUTHORITY AND LIABILITY**—Applicant certifies that it has the legal authority to enter into this Agreement and that any person signing this Agreement is duly authorized to execute this Agreement on behalf of Applicant. If Applicant, subsequent to this Application, incorporates its business or otherwise changes its status to any other limited liability entity, the owner or owners of the newly formed entity shall be jointly and severally liable to Blalock for all indebtedness to Blalock existing prior to formation and subsequently incurred.
6. **ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS**—If, whether prior to or subsequent to the entry of this Credit Application, Blalock enters into a contract, written agreement, purchase order, or any other agreement with the Applicant to furnish goods and/or services to or on behalf of the Applicant, as consideration for Blalock extending credit on account to Applicant, all terms and conditions set forth herein shall be deemed to be part of and incorporated by reference into such written agreement. If there is a conflict with terms, conditions, and/or provisions of any written agreement between Blalock and Applicant, the terms within this Credit Application shall prevail and be determinative unless otherwise set forth in writing by a Blalock owner or officer.
7. **DEFAULT AND WAIVER**—The occurrence of any of the following shall constitute a default under this Agreement: (a) Applicant fails to meet obligations of Payment Terms or otherwise violates any other provision of this agreement; (b) Applicant or any guarantor of any indebtedness under this Agreement terminates existence, ceases operations, dies, abandons its business, becomes insolvent, or becomes subject to bankruptcy, receivership, insolvency, or similar proceedings; (c) Any information now or subsequently furnished to Blalock by or on behalf of Applicant is believed in good faith to incomplete, inaccurate, or otherwise false in material respect; (d) Any collateral provided by Applicant as security for indebtedness is destroyed, damaged, lost, sold, is levied upon, placed in receivership, or otherwise cannot be located or produced by Applicant within five days after demand by Blalock to inspect; (e) Any other event which Blalock, acting in good faith, deems as reason for insecurity of payment or impairment of the prospect of performance by Applicant of any provisions of this agreement. Blalock may, at its discretion and option, permit Applicant to remedy any default under this agreement without waiving the default so remedied or any other prior or subsequent default by Applicant.
8. **PERSONAL GUARANTY**—In consideration of Blalock extending credit for value received, I/we, the undersigned, agree to jointly, severally, and individually, and not only as an agent for the Applicant described hereinabove, personally and unconditionally guarantee the performance of any payment obligations of the Applicant, including all attorney’s fees and court costs, elaborated in the terms and conditions hereinabove (notwithstanding any discharge of such obligations pursuant to bankruptcy, insolvency, or other debt relief proceedings), and hereby incorporate by reference, all of the above terms and conditions in any contract, purchase order, or other written agreement with Blalock. I/we the undersigned specifically agree that Blalock may initiate a lawsuit against the undersigned in individual capacity, without joining or contemporaneously suing the entity named as Applicant. This shall constitute a continuing, absolute, and unconditional guaranty unless terminated in writing, via certified mail, received at Blalock offices in Sevierville, Tennessee to the attention of Credit Manager. Termination of this guaranty shall be prospective in effect only, and the guaranty shall remain in effect for any indebtedness incurred prior to the date of termination.

Applicant/Guarantor Signature (1):	Applicant/Guarantor Signature (2):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Notary Signature:	Notary Commission Expires:

Sworn to and acknowledged before me on this the _____ day of _____, 20_____.