



BALDWIN REDI MIX CO., INC.
337.923.4955
RESIDENTIAL CREDIT APPLICATION

Mix Design requested _____ Approx. Yards _____ Quoted Price _____ Fiber: _____

Home Owner's Legal Name: _____ Credit Requested \$ _____

BILLING ADDRESS: _____ P.O. Box _____

City, State and Zip Code _____

Home Owner's Phone Number: Mobile _____ Home _____

PHYSICAL ADDRESS OF JOB _____

City, State and Zip Code _____

JOB CONTACT PERSON _____ NEW CONSTRUCTION _____ OR RENOVATION _____

Contractor's Name _____ **Phone No.** _____

Finisher's Name _____ **Phone No.** _____

BANK REFERENCES:

Name of Bank _____ Address/Branch Location _____ City/State/Zip _____ Phone _____

Name of Loan Officer: _____

LUMBER YARD *(Please list local businesses):*

Name _____ Address _____ City/State/Zip _____ Phone _____ Fax _____

*** TO SPEED UP CREDIT CHECK PROCESS PLEASE INCLUDE PHONE NUMBERS***

Signature of Responsible Party _____ **Date** _____

Signature of Baldwin Redi Mix Salesman _____ **Date** _____

THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF DOING BUSINESS WITH BALDWIN REDI-MIX CO. INC.

1. I understand that terms of payment are net 30 days. Interest at a rate of 24% per annum (or such interest rate, more or less, as may be authorized by the laws of the State of Louisiana at the time of this indebtedness) will be assessed against and added to any account not paid within 30 days of the due date. In addition, should it become necessary for Baldwin Redi-Mix Co. Inc. to retain the services of an attorney to collect on this account, then customer agrees to pay to Baldwin Redi-Mix Co. Inc. actual attorney fees incurred in the collection on this account, together with all expenses and costs associated with said collection. I approve such terms and agree to make all payments to Baldwin Redi-Mix Co. Inc. in accordance herewith.
2. Law Governing. Baldwin Redi-Mix Co. Inc. and Customer agree that this agreement and the business to be conducted between the parties shall be governed by the Louisiana Law.
3. Corporate Authority. Customer has full legal right, power and authority to enter into this agreement and to perform its obligations under this agreement in any document to be executed and delivered pursuant thereto. The execution and delivery of this agreement and such other documents and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this agreement and such other documents, performance and observance valid and binding upon it. Upon execution and delivery by Customer, this agreement and such other documents shall constitute Customer's valid and binding obligations enforceable in accordance with their terms. Baldwin Redi-Mix Co. Inc. may rely upon the authority of Customer, or Customer's employees in the furtherance of this agreement, as well as any other document which arises out of this agreement and the business relationship which exists between the parties hereto.
4. Incorporation by Reference. These terms and conditions shall be incorporated by reference in all invoicing and delivery tickets prepared Baldwin Redi-Mix Co. Inc. and shall be binding on Customer to the same extent as if such terms and conditions were printed on each invoice or delivery ticket.
5. Governing Law; Jurisdiction; Venue. This Agreement and all matters arising out of this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Louisiana (without giving effect to any choice or conflict of Law provision or rule (whether of the state of Louisiana or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Louisiana). Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the courts of the State of Louisiana located in the Parish of St. Mary, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
6. Miscellaneous. All notices relating hereto shall be mailed by Baldwin Redi-Mix Co. Inc. or Customer at respective addresses shown above or at any later address last known to the sender. No modification hereof shall be binding unless in writing, signed and approved by Baldwin Redi-Mix Co. Inc.

Date _____

Signature

CONTINUING GUARANTY AGREEMENT

In consideration of the extension of credit by **Baldwin Redi-Mix Co., Inc.**, hereinafter called **Creditor**, unto _____, hereinafter called **Debtor**, this guaranty is given by _____, hereinafter called **Guarantor**.

Guarantor does hereby give this continuing guaranty to Creditor and its transferees or assigns, for the payment in full together with all interests, fees, and charges of any kind including attorney's fees if account is turned over for collection, of any indebtedness, whether due or to become due and whether now existing or hereafter arising; and Guarantor hereby binds and obligates himself, his heirs and assigns, in solido with said Debtor, for the payment of the said indebtedness, precisely as if this indebtedness has been his heirs and assigns, by all the terms and conditions contained in any note or notes signed or to be signed by said Debtor, making himself a party thereto; and waiving all notice and pleas of discussion and division.

Guarantor agrees to pay upon demand, at any time to said Creditor or its transferees or assigns, the full amount of said indebtedness, together with interest, fees and charges including attorney fees if account is turned over for collection, as above set forth, becoming subrogated in the event of payment in full by Guarantor, to the claim of said Creditor or its transferees or assigns, together with whatever security Creditor may hold against said indebtedness. The Creditor may extend any obligation of the Debtor one or more times and may surrender any securities held by Creditor without notice or consent from Guarantor, and Guarantor shall remain at all times bound hereby, notwithstanding such extensions or surrender.

Notice of the acceptance of this guaranty and of any indebtedness covered by same and of demand, protest, or notice of demand, or non-payment are severally waived by the Guarantor. This guaranty shall continue in effect until written or witnessed of its discontinuance is given by the Guarantor to the Creditor.

Thus done and signed on this _____ day of _____ (month), _____ (year).

_____ Witness	_____ Guarantor
_____ Witness	_____ Guarantor

ABBEVILLE PLANT
(337)898-2528

BREAUX BRIDGE PLANT
(337)332-0601

BROUSSARD PLANT
(337)837-3400



LAFAYETTE PLANT
(337)856-0601

MORGAN CITY PLANT
(985)384-8330

NEW IBERIA
(337)365-1394

Date: _____

To Whom it May Concern:

I, _____, authorize the release of my credit information to
Baldwin Redi-Mix Co., Inc.

Signed,

Responsible Party

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CREDIT POLICY

CREDIT APPLICATIONS We require a credit application on file signed by a principal or officer of the firm. In addition, certain types of accounts may require the completion of additional forms.

CREDIT TERMS All invoice terms are Net 30 Days.

PAST DUE PAYMENTS All payments will be posted to the oldest invoices first, unless we are instructed in writing by you otherwise. Payments not received by the 10th of the following month are past due and subject to a monthly service charge of 2 % (24% APR).

COD ACCOUNTS Account's that are past due may be placed on COD at any time by the Credit Department of Baldwin Redi-Mix. Should your account become 30 days past due, placement of COD is automatic unless arrangements have been made for payments with the Credit Department.

DISPUTED AMOUNTS Our Credit Department is available to assist you in resolving any discrepancies. Any disputed invoice should be directed to us by you in writing within 5 business days of receiving the invoice. This is necessary so that we may begin the resolution process immediately.

MONTHLY STATEMENTS Since it is common practice to pay by invoice, we will only produce a monthly statement of account to those customers who specifically request one or to those customers that are past due and have incurred service charges as a result.

COLLECTION PROCEDURES In the event that it becomes necessary to turn over an account to an attorney for collection, customer agrees to pay any and all attorney's fees.