

**BEST REDI-MIX**  
7119 Kindred  
Houston, Texas 77049-3455  
Phone: 281-458-3768

RETURN COMPLETED APPLICATION TO:  
FAX: 281-458-5979 OR SCAN/EMAIL: [oddavis@bestredimix.com](mailto:oddavis@bestredimix.com)

**APPLICATION FOR OPEN ACCOUNT**

APPLICANT: \_\_\_\_\_  
(Name of legally responsible individual or parent company - please provide EXACT legal name)

DBA(s) \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Phone ( ) \_\_\_\_\_ Jobsite Phone ( ) \_\_\_\_\_

Fax # ( ) \_\_\_\_\_ Alt. # ( ) \_\_\_\_\_ Email \_\_\_\_\_

Corporation State of Incorporation \_\_\_\_\_ Federal I.D. # \_\_\_\_\_ - \_\_\_\_\_

Partnership Name of Partners: \_\_\_\_\_

Sole Proprietor Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Driver's Lic # & Issuing State \_\_\_\_\_

# of Years in Business \_\_\_\_\_ Previous name(s), DBA(s) & address(es): \_\_\_\_\_

Names of Corporate Officers and Owners (use additional sheet for other officers/owners/partners):

\_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address & Phone \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address & Phone \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address & Phone \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Tax Exempt?  Yes  No If yes, enter resale number and attach certificate \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
If tax exempt only on certain jobs, Tax Use and Exemption certificate must be provided at time of payment.

Purchase Orders Required?  Yes  No Job Numbers Required?  Yes  No If yes, instruct field personnel to furnish at time of order.

Contact persons for Accounts payable: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
E-mail & Phone for accounts payable \_\_\_\_\_

Bond Company (if one is used on job) \_\_\_\_\_ Bond # \_\_\_\_\_  
Address & Phone \_\_\_\_\_

Type of work your company is engaged? \_\_\_\_\_

Do you require us to sign contract or other vendor paperwork?  Yes  No Specify: \_\_\_\_\_

(PLEASE ALLOW 5 TO 7 BUSINESS DAYS FOR PROCESSING)

**CREDIT AND TRADE REFERENCES**

(BANK INFO & SIGNATURE REQUIRE - NO APPLICATION WILL BE PROCESSED WITHOUT SIGNATURE)

**BANK REFERENCES**

BANK NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

FAX # (Your Branch) \_\_\_\_\_ PHONE (Your Branch) \_\_\_\_\_

ACCOUNT #s \_\_\_\_\_

LOAN OFFICER \_\_\_\_\_ How many years with this Bank? \_\_\_\_\_

Type of Accounts with this bank (check all that apply):     Checking             Savings             Loans

BANK NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

FAX # (Your Branch) \_\_\_\_\_ PHONE (Your Branch) \_\_\_\_\_

ACCOUNT #s \_\_\_\_\_

LOAN OFFICER \_\_\_\_\_ How many years with this Bank? \_\_\_\_\_

Type of Accounts with this bank (check all that apply):     Checking             Savings             Loans

**Applicant's authorization for bank inquiry by *Best Redi-Mix* for consideration of credit account: The undersigned certifies that all information provided in this Application is true and correct and agrees to correct such information if it becomes inaccurate. The undersigned hereby authorizes *Best Redi-Mix* to verify the information provided herein and to obtain a written or oral credit report from any credit reporting agency and credit information from other sources.**

Name on Bank Account: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Party

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRADE REFERENCES**

**Please list at least two concrete ready-mix companies with whom you have had recent trade experience or you may provide your own reference sheet in lieu of Trade References. (WE FAX REQUESTS-FAX # REQUIRED)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

**Best Redi-Mix**  
7119 Kindred St  
Houston, Texas 77049-3455

**GENERAL TERMS AND CONDITIONS**

1. Original invoice will be mailed to the billing address listed on the Application.
2. All charges including overtime, delivery charges, ad-mixtures and miscellaneous, which are invoiced as part of shipments, are due and payable as invoiced.
3. TERMS: Net 30 From Shipping Date (Invoice date will be the same as the date of material shipment)
4. Any invoice, combination of invoices, or outstanding balances not paid within 30 days of shipping date will be considered past due.
5. If any amounts remain past due, Applicant's right to purchase on open account may be suspended at the sole discretion of Best Redi-Mix. If any amounts remain past due for fifteen (15) days or more and/or history of payment with Best Redi-Mix is unsatisfactory, Applicant's rights to purchase may be terminated. At any time, Best Redi-Mix reserves the right to deny credit and or terminate open account at its discretion.
6. Any and all matters related to this open account contract shall be subject to the laws applicable in Harris County, Texas. Any legal action arising from this open account contract shall occur in Harris County, Texas.

The undersigned understands that the information furnished to Best Redi-Mix is for the purpose of obtaining commercial credit and that by signing below, the undersigned is authorized to bind Applicant accordingly. Applicant warrants that the materials to be purchased are not for personal, family or household purposes.

The undersigned authorizes Best Redi-Mix to make inquiry to assess Applicant's creditworthiness.

The undersigned has read and understands these Terms and Conditions and agrees to be bound by them and believes and represents that Applicant is financially able to meet any commitments made and shall pay invoices according to such terms.

*All signatures are required to be notarized (use additional pages as needed).*

APPLICANT'S NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
Name Title Name of Entity  
 on behalf of said \_\_\_\_\_,  
Type of Entity

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

## **GUARANTY AGREEMENT**

(attached to APPLICATION FOR OPEN ACCOUNT with BEST REDI-MIX)

The undersigned ("Guarantor" whether one or more) has completed the attached Application for Open Account on behalf of the Applicant therein for the purposes of obtaining credit from Best Redi-Mix, LLC ("Company") and, as an inducement to Company to extend credit to Applicant, hereby unconditionally promises and irrevocably guarantees to be held personally liable for all obligations and indebtedness accrued and owed by Applicant to Company until final and indefeasible payment and performance thereof has been made, that all accounts or monies due Company shall be due and payable at Company's place of business, and that all past due accounts, notes, or judgments shall automatically draw interest at the maximum rate allowable by law. In the event of default and referral to an attorney or collection agency, the undersigned agrees to pay costs and attorney's fees. This Guaranty includes indebtedness arising under successive transactions continuing, compromising, extending, modifying, releasing or renewing the indebtedness, changing the interest rate, payment terms or other terms and conditions thereof, or creating new or additional indebtedness after prior indebtedness has been satisfied in whole or in part. This Guaranty shall continue to be effective with respect to any obligations or indebtedness arising or created after any attempted revocation by the undersigned and after Guarantor's death (if a natural person, in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs).

This Guaranty is a primary and original obligation of Guarantor, is not merely the creation of a surety relationship, and is an absolute, irrevocable, unconditional, and continuing guaranty of payment and performance which shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity of the underlying agreements regarding the obligations or indebtedness. The undersigned agrees that Guarantors are jointly and severally liable with any other guarantor of the indebtedness to Company. The undersigned represents to Company that Guarantor is interested in the business and affairs of Applicant and acknowledges that the effectiveness of this Guaranty is not conditioned on any or all of the obligations and indebtedness being guaranteed by anyone else. The liabilities and obligations of the undersigned to Company hereunder are not reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Applicant, or any other party, against Company or against payment of the indebtedness, whether such offset, claim or defense arises in connection with the indebtedness (or the transactions creating the obligations and indebtedness) or otherwise. This is a guarantee of payment and not merely a guarantee of collection.

Until the indebtedness is irrevocably paid in full, the undersigned hereby waives any and all rights to be subrogated to the position of Company or to have the benefit of any lien, security interest or other guaranty now or later held by Company for the obligations or to enforce any remedy to which Company now or later has against Applicant, or any other person. The undersigned absolutely, knowingly and expressly waives notice of acceptance, notice of any financial accommodations made or extended to Applicant or the creation or existence of any such indebtedness, notice of presentment for payment, demand, protest, and notice thereof as to any instruments, notice of any default, and all other notices and demands to which Guarantor might otherwise be entitled. The undersigned further waives any defense arising by reason of any disability or other defense (other than the defense the obligations and indebtedness shall have been fully and finally performed and indefeasibly paid) of Applicant or by reason of the cessation from any cause whatsoever of the liability of Applicant in respect thereof. The undersigned absolutely, knowingly and expressly waives any right to assert against Company any defense (legal or equitable), set-off, counterclaim or other claim Guarantor may have against Applicant or any other party liable to Company, and any defense or claim arising from the present or future lack of perfection, sufficiency, validity, or enforceability of the obligations and indebtedness, by impairment or suspension of Company's rights or remedies against Applicant, the alteration or discharge of any obligations, the benefit of any statute of limitations applicable to the obligations, and any act which shall defer or delay the operation of any statute of limitations applicable to the obligations. The undersigned acknowledges and agrees that this is a knowing and informed waiver of the Guarantor's rights above and that Company is relying on this waiver in extending credit to Applicant.

This Guaranty shall bind the heirs, administrators, executors, representatives, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Company; provided, however, no Guarantor may assign this Guaranty or delegate any of its/his/her duties hereunder without Company's prior written consent, and any such prohibited assignment shall be absolutely null and void. The undersigned further agrees that Company may disclose any documents and information which Company acquires relating to the undersigned and this Guaranty and further agrees that Company may provide information relating to this Guaranty to any of Company's parent, affiliates, subsidiaries and service providers. The undersigned authorizes Company to obtain personal credit information from any reference provided or any credit agency.

**THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD FOR PRINCIPLES OF CONFLICTS OF LAWS. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO TRIAL BY JURY.**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL GUARANTOR:**

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*NOTARY SEAL*



## **GUARANTY AGREEMENT**

(attached to APPLICATION FOR OPEN ACCOUNT with BEST REDI-MIX CONCRETE PUMPING, INC.)

The undersigned ("Guarantor" whether one or more) has completed the attached Application for Open Account on behalf of the Applicant therein for the purposes of obtaining credit from Best Redi-Mix Concrete Pumping, Inc. ("Company") and, as an inducement to Company to extend credit to Applicant, hereby unconditionally promises and irrevocably guarantees to be held personally liable for all obligations and indebtedness accrued and owed by Applicant to Company until final and indefeasible payment and performance thereof has been made, that all accounts or monies due Company shall be due and payable at Company's place of business, and that all past due accounts, notes, or judgments shall automatically draw interest at the maximum rate allowable by law. In the event of default and referral to an attorney or collection agency, the undersigned agrees to pay costs and attorney's fees. This Guaranty includes indebtedness arising under successive transactions continuing, compromising, extending, modifying, releasing or renewing the indebtedness, changing the interest rate, payment terms or other terms and conditions thereof, or creating new or additional indebtedness after prior indebtedness has been satisfied in whole or in part. This Guaranty shall continue to be effective with respect to any obligations or indebtedness arising or created after any attempted revocation by the undersigned and after Guarantor's death (if a natural person, in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs).

This Guaranty is a primary and original obligation of Guarantor, is not merely the creation of a surety relationship, and is an absolute, irrevocable, unconditional, and continuing guaranty of payment and performance which shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity of the underlying agreements regarding the obligations or indebtedness. The undersigned agrees that Guarantors are jointly and severally liable with any other guarantor of the indebtedness to Company. The undersigned represents to Company that Guarantor is interested in the business and affairs of Applicant and acknowledges that the effectiveness of this Guaranty is not conditioned on any or all of the obligations and indebtedness being guaranteed by anyone else. The liabilities and obligations of the undersigned to Company hereunder are not reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Applicant, or any other party, against Company or against payment of the indebtedness, whether such offset, claim or defense arises in connection with the indebtedness (or the transactions creating the obligations and indebtedness) or otherwise. This is a guarantee of payment and not merely a guarantee of collection.

Until the indebtedness is irrevocably paid in full, the undersigned hereby waives any and all rights to be subrogated to the position of Company or to have the benefit of any lien, security interest or other guaranty now or later held by Company for the obligations or to enforce any remedy to which Company now or later has against Applicant, or any other person. The undersigned absolutely, knowingly and expressly waives notice of acceptance, notice of any financial accommodations made or extended to Applicant or the creation or existence of any such indebtedness, notice of presentment for payment, demand, protest, and notice thereof as to any instruments, notice of any default, and all other notices and demands to which Guarantor might otherwise be entitled. The undersigned further waives any defense arising by reason of any disability or other defense (other than the defense the obligations and indebtedness shall have been fully and finally performed and indefeasibly paid) of Applicant or by reason of the cessation from any cause whatsoever of the liability of Applicant in respect thereof. The undersigned absolutely, knowingly and expressly waives any right to assert against Company any defense (legal or equitable), set-off, counterclaim or other claim Guarantor may have against Applicant or any other party liable to Company, and any defense or claim arising from the present or future lack of perfection, sufficiency, validity, or enforceability of the obligations and indebtedness, by impairment or suspension of Company's rights or remedies against Applicant, the alteration or discharge of any obligations, the benefit of any statute of limitations applicable to the obligations, and any act which shall defer or delay the operation of any statute of limitations applicable to the obligations. The undersigned acknowledges and agrees that this is a knowing and informed waiver of the Guarantor's rights above and that Company is relying on this waiver in extending credit to Applicant.

This Guaranty shall bind the heirs, administrators, executors, representatives, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Company; provided, however, no Guarantor may assign this Guaranty or delegate any of its/his/her duties hereunder without Company's prior written consent, and any such prohibited assignment shall be absolutely null and void. The undersigned further agrees that Company may disclose any documents and information which Company acquires relating to the undersigned and this Guaranty and further agrees that Company may provide information relating to this Guaranty to any of Company's parent, affiliates, subsidiaries and service providers. The undersigned authorizes Company to obtain personal credit information from any reference provided or any credit agency.

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EXECUTED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL GUARANTOR:**

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY SEAL