

**Wayne County Rock, Inc.**

**P.O. Box 189  
Waynesboro, TN 38485  
(Phone) 931-722-3300  
(Fax) 931-722-7968  
Waynecountyrock@live.com**

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

**BUSINESS CONTACT INFORMATION**

Last:			First:			Middle:					
Company name:											
Phone:			Fax:			E-mail:					
Registered company address:											
City:			State:			ZIP Code:					
Date business commenced:						Tax I.D Number:					
Sole proprietorship:			Partnership:			Corporation:			Other:		

**BUSINESS AND CREDIT INFORMATION**

Primary business address:								
City:			State:			ZIP Code:		
How long at current address?								
Telephone:			Fax:			E-mail:		
Bank name:								
Bank address:						Phone:		
City:			State:			ZIP Code:		
Type of account:			Account number:					
Savings								
Checking								
Other								

**BUSINESS/TRADE REFERENCES**

Company name:								
Address:								
City:			State:			ZIP Code:		
Phone:			Fax:			E-mail:		
Type of account:								
Company name:								
Address:								
City:			State:			ZIP Code:		
Phone:			Fax:			E-mail:		
Type of account:								
Company name:								
Address:								
City:			State:			ZIP Code:		
Phone:			Fax:			E-mail:		
Type of account:								

**AGREEMENT**

This application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Wayne County Rock. By submitting this Application to Wayne County Rock, Applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay Wayne County Rock for each purchase made hereunder, as follows: Net 15, prox. (15<sup>th</sup> calendar day of the month following the month during which shipment is made.) Applicant agrees to pay Wayne County Rock a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by State Law.

Applicant authorizes Wayne County Rock from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed above. Applicant further authorizes each of the Creditors to give to Wayne County Rock from time to time any and all necessary information that will aid Wayne County Rock in its credit investigation. Applicant further authorizes Wayne County Rock to reinvestigate credit status from time to time as Wayne County Rock deems necessary. Wayne County Rock deems necessary. Wayne County Rock reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Wayne County Rock to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

The undersigned does hereby certify that he/she is authorized to sign this Application on behalf of Applicant, that the information contained herein is true, accurate, and complete in all respects. Any changes in legal status or the information provided must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Wayne County Rock has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these Terms and Conditions are governed by the laws of the State where the shipments originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection, including, but not limited to, attorney fees equal to the great of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Wayne County Rock is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Wayne County Rock, including, but not limited to, any action by Wayne County Rock to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Wayne County Rock may at any time, assign its right for payment hereunder.

SIGNATURES

Title:

Title:

Date:

Date: