



CREDIT APPLICATION

APPLICANT INFORMATION

BUSINESS NAME _____

FEDERAL TAX ID NUMBER _____ PHONE NUMBER _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

HOW LONG AT THIS ADDRESS _____ YEARS IN BUSINESS _____

TYPE OF COMPANY: ☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP

APPLICANT OWNERSHIP / PERSONAL INFORMATION

OWNER / PRINCIPAL / OFFICER NAME _____

TITLE _____ SOCIAL SECURITY # _____

PHONE NUMBER _____ EMAIL ADDRESS _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

APPLICANT BILLING INFO

ARE PURCHASE ORDER NUMBERS REQUIRED? ☐ Yes ☐ No

ACCOUNTS PAYABLE CONTACT _____

BILL TO ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

EMAIL _____ PHONE NUMBER _____

REQUESTED TERMS _____ REQUESTED CREDIT LIMIT _____

PREFERRED PAYMENT METHOD _____

APPLICANT BANKING INFORMATION

BANK NAME _____ BANK PHONE NUMBER _____

BANK OFFICER/CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____



TRADE REFERENCES

REFERENCE #1

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ EMAIL ADDRESS _____

CREDIT EXTENDED \$ _____ SINCE (DATE) _____

REFERENCE #2

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ EMAIL ADDRESS _____

CREDIT EXTENDED \$ _____ SINCE (DATE) _____

REFERENCE #3

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ EMAIL ADDRESS _____

CREDIT EXTENDED \$ _____ SINCE (DATE) _____

REFERENCE #4

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ EMAIL ADDRESS _____

CREDIT EXTENDED \$ _____ SINCE (DATE) _____



CONTINUING GUARANTEE

In consideration of the extension of credit from J & S Materials, LLC dba JARCO Aggregates and JARCO Sands LLC (collectively, for the purposes of this Agreement, "JARCO") to Applicant pursuant to the previously executed Credit Application and associated Credit Application Terms and Conditions Agreement (collectively, the "Agreement") and a copy of which is attached hereto and incorporated herein by reference, each and all of the undersigned (collectively, "Guarantors") do hereby, jointly and severally, guarantee the prompt payment when due, and at any time thereafter, of all indebtedness and perform any obligation of Applicant owed to JARCO or its assignees under the Agreement which is owed, due or to become due, now or hereafter existing (the "Indebtedness"). The undersigned also further agrees that all payments and obligations of Guarantors are performable in Bexar County, Texas. Guarantors further agree that the laws of the State of Texas shall govern this contract between JARCO and Guarantors and also govern any transactions made between JARCO, Applicant and/or Guarantors. Guarantors understand and expressly acknowledge that this is a continuing Guaranty, and the obligations herein are not affected by any change in the terms of the Indebtedness between JARCO and the Applicant. Moreover, there shall not be an obligation on the part of JARCO to resort first for payment from Applicant. In addition, this Guaranty shall not be terminated or otherwise affected by the death of the Guarantors. This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Applicant. All monies available to JARCO for application in payment or reduction of the Indebtedness may be applied by JARCO in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Indebtedness as JARCO may elect, and the obligations pursuant to this guaranty shall not be affected by any surrender or release by the Applicant of security held (if any) by it for any claim hereby guaranteed. This guaranty shall be binding on the heirs, legal representatives, successors, and assigns, of the undersigned and shall insure to the benefit of JARCO, its successors and assigns.

SIGNATURE OF GUARANTOR _____

PRINTED NAME OF GUARANTOR _____

DATE OF BIRTH OF GUARANTOR _____

SOCIAL SECURITY NUMBER OF GUARANTOR _____

DRIVER'S LICENSE NUMBER _____

DRIVER'S LICENSE ISSUED BY _____

DATE SIGNED _____



TERMS AND CONDITIONS AGREEMENT

By execution of this Credit Application Terms and Conditions Agreement (hereinafter "Agreement"), the under- signed hereby represents to J & S Materials, LLC dba JARCO Aggregates and JARCO Sands LLC (collectively, for the purposes of this Agreement, "JARCO") as follows: that the information provided by the undersigned on the applicant's Credit Application is true and correct and within the personal knowledge of the undersigned, that the undersigned has the authority to bind the applicant/ customer to the following terms and conditions, and that the applicant/customer and the undersigned hereby expressly agree that all purchases now made, and which may be purchased in the future from JARCO, shall be made pursuant to the following terms and conditions:

1. The undersigned hereby certifies that the information regarding the applicant/customer on the credit application is true and correct.
2. Applicant and Guarantor(s) hereby authorize JARCO to take any and all action JARCO deems appropriate to verify the credit of Applicant and releases JARCO from any obligations and restrictions imposed by law while investigating and researching this information.
3. Applicant is required to inform JARCO within 30 days of any change in the ownership or corporate formation of Applicant's business.
4. Terms of sale-payment of any invoice owed by applicant/customer is due in JARCO'S office within the net terms approved, based on the credit application submitted. For a full listing of all applicable terms and conditions, refer to the following, which are expressly incorporated herein by reference:

a. Legal Terms and Conditions- JARCO Aggregates https://www.jarcoaggregates.com/terms_and_conditions.pdf

b. Legal Terms and Conditions- JARCO Sands https://www.jarcoaggregates.com/terms_and_conditions.pdf

Net terms are subject to change at the sole discretion of JARCO. In the event of a conflict between the terms contained herein and with the online Legal Terms and Conditions, the terms of the online Legal Terms and Conditions shall prevail.

5. Sales tax will be charged at the applicable legal rate on all taxable sales unless a tax exemption form or Texas sales and use tax resale certificate is provided to JARCO.
6. Credit accounts not paid within the terms stated above are immediately subject to interest accruing at the rate of 1.5% per month.
7. It is the intention of this Agreement that all transactions comply with applicable usury laws; accordingly, in no event will this document require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received, the provisions of this paragraph will govern and control, and the effective rate of interest will be automatically reduced to the maximum lawful contract. Any amounts determined to be in excess of the maximum legal rate shall be applied to the outstanding principal balance.
8. All invoices for purchases made under this credit agreement are performable and payable in Bexar County, Texas at the office of JARCO, located at 8023 Vantage Dr., Ste. 1410, San Antonio, Texas 78230. In the event legal action is commenced to enforce payment of obligations created hereunder venue for such legal action shall be in Bexar County, Texas, and Applicant agrees to pay all costs and/or expenses, including all actual and reasonable attorney's fees, expert fees, expenses, and court costs incurred by JARCO in the collection of any outstanding amounts. Applicant and any guarantor agree to pay whatever sum the court finds to be payable to JARCO.
9. You understand and agree that JARCO intends to arrange for credit / bank / other inquires into Applicant's creditworthiness, and the existence of any liens, and legal filings against Applicant, its affiliates, officers, and owners. Applicant consents and waives any and all objections to such inquires on its own, its affiliates; officers;, and owners behalf.

AGREE TO ABOVE TERMS:

APPLICANT'S FULL NAME _____

SIGNATURE OF AUTHORIZED AGENT _____

PRINT NAME OF AUTHORIZED AGENT _____

TITLE OF AUTHORIZED AGENT _____

DATE SIGNED _____