



**JAGOE-PUBLIC CO.**  
**A J. LEE MILLIGAN, INC. COMPANY**  
 Road Construction Since 1923

**CREDIT APPLICATION AND ACCOUNT AGREEMENT**

DATE: \_\_\_\_\_ FEDERAL TAX I.D. NO. \_\_\_\_\_ SALES TAX CERTIFICATE ATTACHED: YES \_\_\_ NO \_\_\_

NAME (herein, "Customer"): \_\_\_\_\_

STREET ADDRESS (and billing address, if different): \_\_\_\_\_

PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_ ALT PHONE NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_ LENGTH OF TIME IN BUSINESS: \_\_\_\_\_

PRINCIPAL(S) OF CUSTOMER: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

BANK and BRANCH: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_ PHONE: \_\_\_\_\_

**TRADE REFERENCES - (Please provide references with activity within the last 12 months)**

- |                |                |
|----------------|----------------|
| 1. NAME: _____ | 2. NAME: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| PHONE: _____   | PHONE: _____   |
| FAX: _____     | FAX: _____     |
| 3. NAME: _____ | 4. NAME: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| PHONE: _____   | PHONE: _____   |
| FAX: _____     | FAX: _____     |

**SPECIAL BILLING INSTRUCTIONS /COMMENTS:** \_\_\_\_\_

The Customer, the Principals of the Customer (herein, "Principals"), and all Guarantors whose names appear herein hereby: (1) apply for credit; (2) warrant and represent that the facts herein stated are true and correct; and (3) consent to and fully authorize Jagoe Public Company and/or its agents, representatives, subsidiaries, affiliates, divisions, and/or assigns (herein, "Jagoe") to contact, inquire upon and report to all references, credit reporting agencies and any other leads or sources for purposes of evaluating and reporting, now and in the future regarding all aspects of the credit worthiness of the Customer, Principals and/or Guarantors. The Customer, Principals and/or Guarantors do hereby further agree and covenant to timely pay Jagoe all debts, obligations or sums of money that may become due and owing to Jagoe pursuant to this Agreement and/or any extension(s) of credit to Customer by Jagoe (herein, "debts"). Further, in addition to timely payment of all debts, Customer, Principals and/or Guarantors also agree to pay to Jagoe all costs, fees, expenses, and interest that may accrue related to such debts including, without limitation and by way of example only, costs of collection, late fees, collection agency fees, attorney fees, court costs and/or expert witness fees that are actually incurred by Jagoe in pursuit of collection of debts owed to Jagoe by Customer, Principal(s) and/or Guarantors pursuant to this Agreement. All such costs, fees and expenses shall bear interest at the amount set forth below for matured, unpaid debt.

Should the financial condition or ownership of Customer or Guarantor(s) change materially, should they file for or consider filing for bankruptcy (voluntary or involuntary), or should they change their mailing address or location of principle offices, Customer or Guarantor(s) shall notify Jagoe of the details of the same within ten (10) days thereafter or within ten (10) days after written request by Jagoe.

Unless otherwise agreed by Jagoe in writing and in advance of shipment, Customer and Guarantor(s) agree to make full payment to Jagoe for any purchase of goods, wares, materials, labor and merchandise from Jagoe within 30 days from the invoice date. Payment(s) not timely received (herein, "matured, unpaid debt") will incur interest in the amount of eight percent (8%) compounded annually, beginning the 31<sup>st</sup> day after the invoice date (date of invoice not included).

Guarantor(s) agrees that their guaranty is a continuous guaranty, and that the terms of sale or changes, modifications or alterations between Jagoe and Customer and/or any extension of credit may be made without notice to, consideration to, or the consent of the Guarantor(s), and that such matters shall in no way release, diminish, or affect the absolute nature of Guarantor's obligations and liabilities hereunder. The guaranty contained herein is a primary, irrevocable, absolute, and unconditional guaranty of payment and not of collection, and is independent of Customer's obligations to Jagoe. Guarantor(s) waives its rights: (1) to notices of acceptance, modification, extension, and default and any other

notice; (2) to claim any defense arising out of: lack of diligence; any failure to pursue Customer; loss or impairment of any right of subrogation or reimbursement; release of any other guarantor or collateral; death or insolvency or lack of corporate authority or capacity of Customer; and/or waiver or release or election of enforcement of any part of this agreement as between Customer and Jagoe. The prevailing party in any dispute arising out of this guaranty shall be entitled to recover reasonable attorney's fees.

**CUSTOMER AGREES TO INDEMNIFY AND HOLD JAGOE HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS AND/OR DEFENSE, REGARDLESS OF THE COMPARATIVE OR CONTRIBUTORY FAULT OF JAGOE, WHETHER RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR MISCONDUCT OF JAGOE, THAT JAGOE MAY SUSTAIN AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS ARISING FROM THE CUSTOMER'S USE OF MATERIAL OR SERVICES PURCHASED FROM JAGOE EXCEPT TO THE EXTENT SAID MATERIAL FAILS TO CONFORM WITH THE ORDER PLACED.**

Customer's, Principal(s) and Guarantor(s) damages for any and all claims against Jagoe are limited to the value of the material received versus the amount paid for such material. Customer agrees to and hereby does waive and release Jagoe of any claim for consequential damages including, without limitation, attorneys fees, lost profits or operational expense.

Interest on the debt evidenced by this Agreement will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Agreement and all other instruments or agreements concerning the debt. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Venue for any dispute resolution between Customer, Principal and/or any Guarantor shall be Denton County, Texas. It is stipulated that this contract is fully performable in Denton County, Texas. Texas law applies to this Agreement and any Guaranty.

All parties stipulate that any transaction between them and any extension of credit is not for the purchase of consumer goods or services, or for goods or services intended for personal, family or household use; any transaction between the parties is commercial in nature only.

This Agreement constitutes the terms and conditions for any and all purchase or financial transactions between the parties hereto. The quantity and price of each sale shall be determined at the time of sale. With the exception of quantity and price and other documents herein referenced, this Agreement constitutes the entire agreement between the parties which cannot be altered except by a writing signed by all parties to it. From time to time and/or at the time this Agreement is entered into, Jagoe may require Customer, Principal and/or Guarantor to complete and submit additional documentation regarding the account such as, and by way of example only, documents describing the project for which the products and/or services will be used, the contractual and legal relationships between the Customer, the project's general (prime) contractor and/or the owners of property for the project on which the products and/or services will be used. Customer, Principal and Guarantor agree to fully complete said documents and submit them to Jagoe within five (5) days after written request. Such documents, the purchase tickets and invoices are all part of this Agreement and are incorporated herein by reference for all purposes.

**WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE PRODUCT SOLD EXCEPT AS RECITED, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PRODUCT THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PRODUCT THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE PRODUCT. THE PRODUCE IS SOLD ON AN "AS IS, WHERE IS" BASIS.**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, sex, or marital status – Jagoe does not discriminate against credit applicants on such bases.

Jagoe may change the terms of this Agreement for current and future balances on the account by giving Customer notice of the change. Jagoe reserves the right to deny, refuse or discontinue extensions of credit. Acceptance of credit or credit approval lies solely in Jagoe's discretion. Either party may close the account at any time for any reason; this Agreement does not constitute an obligation to extend or use credit.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

**GUARANTOR(S)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**PRINCIPAL(S) OF CUSTOMER**

SUBSCRIBED AND SWORN TO before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Signature \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

Signature \_\_\_\_\_