



Volunteer Materials, LLC  
 Volunteer Concrete, LLC  
 Volunteer Paving, LLC

Volunteer Sand and Gravel, LLC  
 TMC Construction Services, LLC

CREDIT APPLICATION / PERSONAL GUARANTY / STANDARD TERMS

Legal Business Name			DBA Name (if Different)		
Physical Address		City	State		Zip Code
Billing Address (if different)		City	State		Zip Code
Business Phone		Cell Phone	Fax Number	Email	
Business Type Please Check One	Corporation / LLC <input type="checkbox"/>		Partnership <input type="checkbox"/>		Sole Proprietor <input type="checkbox"/>
Date Company Started		Are you taxable? If no, you must provide a tax exempt certificate.		FEIN or SS #	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>	Bonding Company	
Are PO's Required on tickets or invoices? (YES/NO)		Please provide a contact email and phone number for invoicing & billing inquires?		Phone	email
<b>COMPLETE THIS SECTION FOR PARTNERSHIPS, CORPORATIONS, OR LLC'S</b>					
Owner or Partner Name				Title	
Address (Residence)				Phone Number	
Owner or Partner Name				Title	
Address (Residence)				Phone Number	
<b>BANK REFERENCES</b>					
Bank Name		Contact Person		Phone Number	
Account Number		Email		Fax Number	
<b>TRADE CREDIT REFERENCES (Provide 3)</b>					
(1) Name		Contact Person		Phone Number	
Account Number		Email		Fax Number	
(2) Name		Contact Person		Phone Number	
Account Number		Email		Fax Number	
(3) Name		Contact Person		Phone Number	
Account Number		Email		Fax Number	
<b>Permission to Obtain Consumer Credit Reports and Credit Review</b>					
The Applicant consents to Volunteer Materials, LLC, Volunteer Concrete, LLC, Volunteer Paving, LLC, Volunteer Sand & Gravel, LLC, and TMC Construction Services, LLC, hereinafter referred to as "The Company", to investigate the trade references, to investigate the bank reference, and obtain any credit bureau or consumer credit report available to evaluate the credit worthiness of the Applicant. The Applicant authorizes The Company to review current consumer credit reports from time to time to ensure continuation of the business credit worthiness represented by the Applicant.					
Name		Signature		Date	

Application is not complete without References and Signatures on both Page 1 and Page 2.

### STANDARD TERMS AND CONDITIONS

**PAYMENT TERMS :** Account balances are due within 30 days after the date of invoice. Purchases not paid in accordance with these terms will be considered past due and subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18% added to the balance. Finance charges are a penalty for non-payment and should not be considered an offer of financing. Any different terms or conditions contained in any writing or instrument of the Applicant, whether by purchase order or otherwise, are hereby objected by The Company and shall have no effect on, and not become part of this agreement.

**COLLECTION COSTS :** Applicant agrees to be liable for, and immediately pay any and all court costs, reasonable attorneys' fees, recording fees, lien costs, cost for title reports and all other costs, expenses or charges incurred enforcing the terms of the Credit Application and Agreement, or collecting or attempting to collect money from Applicant, or enforcing or defending or prosecuting any claim against bonding companies, or disbursing officers, or guarantors, or claims based on mechanic's liens, stop notices, or payment bonds, up to the maximum amount allowable under state law, should all or any part of this account be placed for collection.

**LIENS :** Applicant agrees, upon request by The Company, to timely provide in writing information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.

**DELIVERY :** The Applicant agrees to provide roadways or approaches permitting safe access of The Company's trucks under their own power to the point of delivery. The Company shall reserve the right to stop delivery if such access is not provided. The Applicant assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties when our equipment is ordered off the public roadway. The Applicant assumes full and complete liability and responsibility for providing safe access for the delivery of all material. Where delivery of products is to an unattended site, The Company will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

**WARRANTY:** Materials supplied to Applicant are warranted for a period of (1) year from date of delivery that said materials substantially comply with the description and specifications set forth in the quotation or on the delivery ticket. The Company is not responsible for installation or defective conditions caused by installation. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER ARE EXCLUDED. In no event shall The Company be responsible for any incidental or consequential damage caused by non-compliance of the materials with specifications, or any defects in the material sold hereunder, the sole remedies for goods sold shall be limited to repair or replacement of the goods.

**CLAIM :** Any and all claims by Applicant as to any of the materials furnished shall be made in writing and be made no later than 30 days after the material is delivered. If no claim is made within such period, The Applicant shall be deemed to have accepted such material and to have waived any rights to any claims against The Company for such material. Any legal proceedings against The Company shall be instituted within one year from the delivery date of said material or be forever barred. The Company's liability on any claim for loss or damage shall not exceed the price of the materials actually received with regard to which such claim for loss or damage is made.

**VENUE :** This agreement will be governed by the applicable federal laws and the laws of the State of Tennessee. The Applicant agrees that any legal actions and proceedings brought for the breach of this Agreement will lie in the State of Tennessee and the county of Williamson or where materials were delivered at the exclusive choice of The Company. As a material inducement for The Company to enter into this agreement with the Applicant, the Applicant waives the right to trial by jury in any legal proceeding arising out of or related to this Agreement.

**MISCELLANEOUS :** Time is of the essence. The transmission of a signed copy of this Credit Application via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature. Applicant agrees to notify The Company in writing of any change in ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of Applicant unless agreed to by The Company in writing. The undersigned(s) warrant that the above agreement has been carefully read, that Applicant and undersigned(s) understand the same, and by signing below they agree to its terms.

**UNCONDITIONAL PERSONAL GUARANTY :** In consideration of the Company doing business with and extending credit to the Applicant, the undersigned, individually, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all account balances, penalties, service charges, reasonable attorney's fees, and court costs incurred in the collections of their past due account. Liability shall be joint and several.

The undersigned further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees individually and on behalf of the Corporation, Partnership, LLC, LLP or other such entity will be responsible for charges in excess of credit either desired or approved.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of the Company from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by the Company by certified mail. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

Applicant: (Company or Individual)	Date:
By: (Printed Name)	Title:
Guarantor: (Signature)	SS#