



PRECAST  
CONCRETE  
MANHOLES

### CREDIT APPLICATION

## ATLANTIC CONCRETE PRODUCTS INC.

10823 Beaver Dam Road  
P.O. Box 305  
Cockeysville, MD 21030  
Phone (410) 785-1777  
Fax (410) 527-1531

UNDERGROUND  
DRAINAGE  
STRUCTURES

The undersigned understands that the information as provided will be confidential and used only for the purpose of obtaining credit information and references.

Name \_\_\_\_\_ (As it appears for tax purposes)  
Date \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Address \_\_\_\_\_ (As it appears for tax purposes)

Type of Business  Proprietorship  Partnership  Corporation

Principal(s) or Officer(s):

Name	Title	Resident Address	Resident Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date this business started \_\_\_\_\_ Annual Volume \_\_\_\_\_

Credit amount needed \$ \_\_\_\_\_

Have you applied for credit before  Yes  No

When and under what name 19 \_\_\_\_\_

Bonding Company \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Telephone)

Bonding Company's Agent \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (Telephone)

References: Please provide trade references as indicated. If none are available, others may be used on lines 1-4.

Name	Full Address	Telephone
1. Stone and Gravel _____	_____	_____
2. Pipe _____	_____	_____
3. Manholes _____	_____	_____
4. Castings (Frames and Covers) _____	_____	_____

#### Credit Department Use Only

Customer Since	High Credit \$	Past Due \$	Payment Habits	General Comments
1.				
2.				
3.				
4.				

Our firm is financially able to meet our commitments and promises to pay according to the terms and conditions of Atlantic Concrete Products Inc., as specifically set forth on the back of this application.

Name of Firm \_\_\_\_\_ By \_\_\_\_\_ (Name and Title)

## TERMS AND CONDITIONS OF ACCOUNT

1. Credit Covered. This application covers any type of credit now or hereafter extended to Applicant by Atlantic Concrete Products, Inc. including, but not limited to, any advance, loan, lease, sale on account, conditional or installment sale, or other financing arrangement.
2. Application of Payments. Applicant authorizes Atlantic Concrete Products, Inc. in its sole discretion, to apply any payments or property received in connection with any agreement, contract, lease, or account between Applicant and Atlantic Concrete Products, Inc. to any obligation between them.
3. Cross-Default of Obligations. In addition to and not in substitution of the provisions of any agreement, contract, lease, or account between Applicant and Atlantic Concrete Products, Inc. any default in the payment or performance of any obligation is a default under each such agreement, contract, lease, or account.
4. Accuracy of Information. The information given in this Application is correct and material to granting credit. Applicant shall notify Atlantic Concrete Products, Inc. of any material change in the information set forth in, or furnished in connection with, this application.
5. References. Applicant authorizes Atlantic Concrete Products, Inc. to contact any of the references identified in this Application and further authorizes each reference to disclose to Atlantic Concrete Products, Inc. its representatives and agents all information the reference may have relating to Applicant.
6. No Obligation. Neither execution of, nor anything contained in, this Application shall obligate Atlantic Concrete Products, Inc. to extend credit, sell goods or equipment, or provide service to Applicant. Atlantic Concrete Products, Inc. may, in its sole discretion, agree or refuse to extend credit, sell goods or equipment, or provide service to Applicant.
7. Authority. The person signing this Application is authorized to sign on behalf of Applicant or shall be personally liable for all monies due.
8. Liability if Not Incorporated or Formed. If Applicant is not incorporated or formed when this Application is submitted to Atlantic Concrete Products, Inc., Applicant, upon becoming duly incorporated or formed, shall be jointly and severally liable with the person signing this Application for all indebtedness then outstanding.
9. Damage Wavier. Applicant hereby **WAIVES**, regardless of cause, any claim whatsoever against Atlantic Concrete Products, Inc. for any incidental or consequential damages, including without limitation, property damage, personal injury, loss of time, profits or income, or loss due to late delivery of parts or equipment, of loss due to improper, inadequate, untimely or lack of service.
10. Service or Late Charges. Unless otherwise agreed, Atlantic Concrete Products, Inc. shall have the right to impose service or late charges on any amount past due at the rate of 2% per month.
11. Collection Expenses. If Applicant's account is past due or Applicant is otherwise in default of its obligations to Atlantic Concrete Products, Inc., Applicant shall be liable for all expenses (including, without limitation, attorney's fees) actually incurred by Atlantic Concrete Products, Inc. to collect the past due amounts or exercise any rights and remedies available to Atlantic Concrete Products, Inc. under applicable law, whether or not litigation is commenced.
12. Governing Law, Jurisdiction and Venue. Unless otherwise provided in an agreement, contract or lease between Applicant and Atlantic Concrete Products, Inc.: (a) this Application shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to conflict of law principles; and (b) Applicant hereby submits to the jurisdiction of the Maryland courts and waives any defense to lack of venue in any Maryland court.
13. Confession of Judgment. If Applicant's account is past due or Applicant is otherwise in default of its obligations to Atlantic Concrete Products, Inc., Applicant authorizes any attorney to appear on Applicant's behalf in one or more proceedings in any court having jurisdiction, or before any clerk, prothonotary or other court official, and **CONFESS JUDGEMENT AGAINST APPLICANT, WITHOUT APPLICANT HAVING PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING**, for any amounts due Atlantic Concrete Products, Inc., plus court costs and attorney's fees of fifteen percent (15%) of the total amount then due. To the extent permitted under applicable law, Applicant waives: (a) all rights of exemption, homestead or appeal; and (b) all rights to relief from inquisition, levy, immediate execution, or other post-judgment remedies and enforcement actions. Atlantic Concrete Products, Inc. may confess judgement against Applicant on one or more occasions, from time to time, in the same or different jurisdictions.
14. **WAIVER OF JURY TRIAL.** APPLICANT HEREBY WAIVES ANY RIGHT APPLICANT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST ATLANTIC CONCRETE PRODUCTS, INC.

Applicant's Signature \_\_\_\_\_