



1564 WEST MISSION ROAD

ESCONDIDO, CA 92029

(760) 745-0556

**APPLICATION FOR CREDIT**

Firm Name \_\_\_\_\_ Date: \_\_\_\_\_  
Business Address (Not P.O. Box) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**SOLE PROPRIETORSHIPS and PARTNERSHIPS:**

Names of Owner or Partners  
Name \_\_\_\_\_ Res. Phone \_\_\_\_\_  
Residence Address \_\_\_\_\_  
E-Mail Address \_\_\_\_\_ Calif. Drivers License No. \_\_\_\_\_  
Name: \_\_\_\_\_ Res. Phone \_\_\_\_\_  
Residence Address \_\_\_\_\_  
Calif. Drivers License No. \_\_\_\_\_

**CORPORATIONS and LLCs**

Date Registered \_\_\_\_\_ State \_\_\_\_\_  
President \_\_\_\_\_  
Residence Address \_\_\_\_\_  
Secretary \_\_\_\_\_ Res. Phone \_\_\_\_\_  
Residence Address \_\_\_\_\_

**GENERAL INFORMATION**

State Contractors License # \_\_\_\_\_ Type \_\_\_\_\_

License Name \_\_\_\_\_

Date began doing business in Southern California \_\_\_\_\_

Are your sales TAXABLE \_\_\_\_\_ or RESALE \_\_\_\_\_ Resale # \_\_\_\_\_

(Also please attach a resale card - state requirement; Sales tax will be charged until receipt of resale card.)

Where do you bank? \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Numbers \_\_\_\_\_

Email Address for tickets, invoices & other correspondence: \_\_\_\_\_

**REFERENCES (Give only names of those you buy from an open account)**

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_

4. Name \_\_\_\_\_ Phone \_\_\_\_\_

Real Estate Owned \_\_\_\_\_ Value \$ \_\_\_\_\_

Mortgage \$ \_\_\_\_\_

\_\_\_\_\_ Value \$ \_\_\_\_\_

Mortgage \$ \_\_\_\_\_

Machinery & Equipment \_\_\_\_\_ Value \$ \_\_\_\_\_

Mortgage \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Applicant understands and agrees that all invoices are due and payable on the 10<sup>th</sup> of the month following the month in which invoices are dated and that past due accounts will bear interest at the rate of one percent (1%) per month; in addition, because the damages resulting from nonpayment of the accounts are difficult to ascertain, applicant agrees to pay a late charge of one-half percent (.5%) per month on past due accounts. The finance charges shown on the account statements will include the interest charges and late charges.

In the event it becomes necessary to file suit to enforce payment, such suit may be brought in Riverside County or San Diego County, California at seller's option, and Superior Ready Mix Concrete will be entitled to recover all collection costs, attorney's fees and interest/late charges on all amounts found to be due and payable. All transactions are deemed made, payable, and due at Superior Ready Mix Concrete's principal place of business at Escondido, California.

In order for the transportation charges on the delivery of aggregate materials to be a non-taxable item for sales tax purposes, we agree that title to all aggregate materials purchased by the undersigned from Superior Ready Mix Concrete L.P., passes to the customer at the time of loading into trucks at any of the plants of Superior Ready Mix Concrete L.P. This agreement will be effective whether the transportation is by independent carriers, the undersigned's trucks, or by trucks owned by Superior Ready Mix Concrete L.P.

Calls to dispatch and customer service may be recorded for quality assurance purposes

The applicant consents to receiving faxes and emails at any fax number or email address for the applicant, and agrees to submit complete "job information" for preliminary notice purposes on or before the first delivery of concrete or material to each job of customer.

\_\_\_\_\_  
Signed Date \_\_\_\_\_  
Title \_\_\_\_\_

\*If a corporation or LLC, a personal guarantee is required from the principal stockholders/owners.

PERSONAL GUARANTY BY CORPORATION and LLC  
STOCKHOLDERS/OWNERS

I/We personally guarantee payment of any and all indebtedness of the corporate/limited liability company account and agree to be bound by the terms and conditions noted on the application. It shall not be necessary for Superior Ready Mix to first exhaust its remedies against the corporation/limited liability company or any other security. We each acknowledge that as to ourselves that the guaranty shall continue in full force and effect notwithstanding the death or release by operation of law of any other guarantor (s). We each agree that we will be jointly and severally liable for all obligations under this guaranty. We each expressly waive notice of nonpayment by the corporation/limited liability company and waive diligence on the part of Superior Ready Mix in collection of the indebtedness.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Residence Address \_\_\_\_\_ Phone \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Calif. Drivers License No. \_\_\_\_\_  
Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
Residence Address \_\_\_\_\_ Phone \_\_\_\_\_

**CUSTOMER RELEASE AUTHORIZATION FORM**

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State, Zip \_\_\_\_\_  
S.S. # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Joint Spouse Report :

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State, Zip \_\_\_\_\_  
S.S. # \_\_\_\_\_ Date of Birth \_\_\_\_\_

The undersigned hereby consent(s) to Superior Ready Mix Concrete L.P. use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Superior Ready Mix Concrete L.P. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@1681 et seq.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_



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## Superior Ready Mix Concrete L.P. Privacy Policy

Superior Ready Mix Concrete L.P. (referred to later on as "we" or the "Company") is committed to protecting the privacy of certain data that is collected about you. This Policy applies solely to individuals who are residents of the State of California and describes our policies regarding the collection, use, and disclosure of personal information we collect about you in the course of operating our business. This California Privacy Policy is meant to comply with the California Consumer Privacy Act ("CCPA"). Any terms defined within the CCPA have the same meaning when used in this Policy.

**Information We Collect.** We collect personal information in two categories to carry out our business and comply with the law, i.e., "Identifiers" and "Other Elements". Identifiers are items such as real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver's license number, or other similar identifiers. Other Elements are items such as name, signature, telephone number, employment, bank account number, credit card number, debit card number, credit reports or any other financial information. This information has been collected in the past 12 months for business purposes.

The above categories of personal information are or were collected from information provided by you as a consumer or from third-party business sources. The above categories of personal information are collected for the following business or commercial purposes:

- Communicating with the consumer
- Completing Government reporting requirements
- Ensuring security of transactions
- Informing consumers about Company products and services
- Sending consumers marketing communications
- Performing audits
- Processing transactions
- Providing services or goods requested
- Responding to consumer inquiries
- Responding to law enforcement requests or as required by applicable law
- Shipping merchandise to Consumers

The above categories of personal information are shared with third-party service providers as required to carry out our business operations. The Company does not sell personal information.

The basis for us collecting and using personal information described above will typically be to provide goods and services to you. However, there may be other reasons, for example, where the processing is necessary:

- To fulfill a contract that we have in place with you;
- For our business operations; or
- For compliance with our legal obligations.

**Consumer Rights.** Pursuant to the CCPA, and as detailed below, consumers have various rights with respect to their personal information.

1. Right to Request Deletion. You have the right to request the Company delete your personal information from the Company's records and direct any third-party service providers to delete your personal information from their records, subject to certain exceptions. Upon receipt of a verifiable consumer request, the Company will delete your personal information from its records. The Company is not required to delete your personal information if it is necessary for the Company to maintain your personal information in order to complete the transaction for which the personal information was collected, provide a good or service requested by you, or reasonably anticipated within the context of the Company's ongoing business relationship with you, or otherwise perform a contract between the Company and you or for the other business reasons described in the CCPA.

2. Right to Request Information. You have the right to request the Company disclose the following to you as it relates to the 12-month period preceding the Company's receipt of your verifiable consumer request:

- a. The categories of personal information the Company has collected about you.
- b. The categories of sources from which the personal information is collected.
- c. The business or commercial purpose for collecting or selling personal information.
- d. The categories of third parties with whom the Company shares personal information.
- e. The specific pieces of personal information the Company has collected about you.

3. Right to Request Information as to Sale or Disclosure for Business Purpose. We do not sell your personal information. You have the right to request the Company disclose the following to you as it relates to the 12-month period preceding the Company's receipt of your verifiable consumer request:

- a. The categories of personal information that the Company collected about you.
- b. The categories of personal information that the Company disclosed about you for a business purpose.

4. Right to Opt-Out. Although the Company does not sell personal information, you still have the right to opt-out of the sale of your personal information. To opt-out, please visit our homepage and click the link titled "Do Not Sell My Personal Information."

**Submitting Consumer Rights Requests.** To submit any of the Consumer Rights requests as outlined above, please contact us, toll-free, at (888) 475-6855 or [ccpa@superiorm.com](mailto:ccpa@superiorm.com).