

## BUSINESS CREDIT APPLICATION

INDICATE THE PRODUCT TYPE(S) DESIRED			BUSINESS START DATE			ESTIMATED MONTHLY PURCHASES		
<input checked="" type="checkbox"/> AGGREGATE CEMENT <input type="checkbox"/> PIPE <input type="checkbox"/> CONCRETE <input type="checkbox"/> OTHER						\$2000.00 +		
LEGAL COMPANY NAME				TRADE NAME / DBA			FEDERAL ID#	
MONTAGUE COUNTY TEXAS				MONTAGUE COUNTY			75-6001078	
PHYSICAL ADDRESS				BILLING ADDRESS				
11339 STATE HWY 59 NORTH				P.O. BOX 416				
CITY		COUNTY		STATE		ZIP CODE		
MONTAGUE		MONTAGUE		TEXAS		76251		
TELEPHONE NUMBER			FAX NUMBER			MONTAGUE		STATE
940-894-2556			940-894-2548			TEXAS		76251
A/P CONTACT NAME			A/P CONTACT TELEPHONE NUMBER			ADDITIONAL INFORMATION		
DEBBIE BOAZ			940-894-2556			COMMISSIONERS@CO.MONTAGUE.TX.US		
E-MAIL ADDRESS TO RECEIVE ELECTRONIC INVOICING - <input checked="" type="checkbox"/> Use A/P e-mail address above <small>(See paragraph 14 of the General Terms and Conditions of Sale.)</small>								
BUSINESS STRUCTURE:								
<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP (LLP) <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUB/ SUB CONTRACTOR <input type="checkbox"/> DISTRIBUTOR <input checked="" type="checkbox"/> OTHER GOVERNMENT								
TAX STATUS			EXEMPTION / RESALE NUMBER			IF PURCHASES ARE EXEMPT FROM SALES TAX - A SIGNED EXEMPTION OR RESALE CERTIFICATE MUST BE ATTACHED.		
<input type="checkbox"/> TAXABLE <input checked="" type="checkbox"/> EXEMPT			75-6001078					
PURCHASE ORDERS REQUIRED?			CONTRACTOR'S LICENSE NUMBER (LOCATION SPECIFIC)			LIST ANY SPECIFIC PURCHASE REQUIREMENTS		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						PRECINCT NUMBER MUST BE ON INVOICE TO BE PAID		
OWNER OR OFFICER				TITLE				
OWNER OR OFFICER				TITLE				
<b>GUARANTORS</b>								
GUARANTOR			SOCIAL SECURITY NUMBER			GUARANTOR		
HOME ADDRESS			TELEPHONE NUMBER			HOME ADDRESS		
CITY			STATE			CITY		
			ZIP CODE			STATE		
						ZIP CODE		
<b>TRADE REFERENCE / BANK &amp; BOND INFORMATION</b>								
SUPPLIER TRADE REFERENCE COMPANY NAME			TELEPHONE NUMBER			FAX NUMBER		
J.R. THOMPSON			940-665-2533					
SUPPLIER TRADE REFERENCE COMPANY NAME			TELEPHONE NUMBER			FAX NUMBER		
LOWERY WHOLESALE			940-969-2527			ACCOUNT NUMBER AND/OR CONTACT PERSON		
BONDING COMPANY NAME(S) (IF MULTIPLE ATTACH LIST)			POLICY NUMBER			AGENT NAME		
						TELEPHONE NUMBER		
						FAX NUMBER		
IF YOUR COMPANY OR A CONTRACTED HAULER WILL BE PICKING UP PRODUCT AT OUR FACILITY, A CERTIFICATE OF INSURANCE IS REQUIRED								
Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Lehigh Hanson, Inc and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that it has received, reviewed and is in agreement with the Terms and Conditions of Sale, reverse side (or page 2) of the Credit Application and Personal Guaranty.								
Authorized Signature			Printed Name			Date		
<i>[Signature]</i>			LEIGH L. BENTON			6-14-2011		
<b>PERSONAL GUARANTY</b>								
To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, of Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified or registered mail, to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guarantee as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal information as reasonably requested by Seller.								
Signature			Printed Name			Date		
Signature			Printed Name			Date		
(Spouse's signature is required in the following states AZ, CA, ID, LA, NM, NV, TX & WA)								
SEE GENERAL TERMS AND CONDITIONS OF SALE ON REVERSE SIDE OR PAGE 2								

## GENERAL TERMS AND CONDITIONS OF SALE

1. All references in this document to "Seller" shall include Lehigh Hanson, Inc. and/or any subsidiary or affiliate of Lehigh Hanson, Inc. (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Applicant (hereinafter "Purchaser") further agrees that the following terms and conditions will apply to all sales of goods or services by Seller to Purchaser ("Sales").
2. All matters between Seller and Purchaser, including venue, will be governed by the laws of the state in which the delivery of goods or services by Seller to Purchaser is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing for such payment, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Purchaser agrees that any terms and conditions appearing on any document submitted by Purchaser which are in conflict with (i) the terms and conditions contained herein, (ii) any quotation submitted by Seller, or (iii) any sales contract between Seller and Purchaser shall be hereby expressly rejected and shall not constitute terms of any sale of goods or services by Seller. The foregoing shall apply to all documents heretofore or hereafter submitted by Purchaser, whether executed by Seller or not.
4. Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown may not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate.
5. Any order for goods or services by Purchaser shall constitute a representation that Purchaser is solvent. In addition to Seller's right under the Uniform Commercial Code, if in the judgment of Seller, the financial condition of the Purchaser at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Purchaser full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion.
6. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net 30 EOM. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to the higher of one and one half percent per month or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Purchaser (and any affiliate or subsidiary or Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser.
7. Purchaser agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
8. Seller will not be responsible for delays in production or delivery for any reason resulting from fire, flood, force majeure, strikes, lockouts, difference with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or for any other reason beyond the Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
9. **THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.** Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice. If the goods or services furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be to repair or replace (at Seller's discretion), f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, notwithstanding the foregoing, final notice of any defect must be given within thirty (30) days from the date of delivery of such goods or services. Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or services or portion of such goods or services on which such liability is based, and Purchaser waives any claim for amount in excess of that amount. **IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
10. No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods or services sold by Seller to Purchaser more than one (1) year after delivery of such goods or services to the Purchaser. It is agreed that any cause of action with respect to such goods or services will accrue on the date of delivery of such goods or services. If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document.
11. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document in the manner known as "scanning", a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its equivalent in Illinois, New York and Washington) apply to this document and to all Sales. Electronic and digital signatures may be used by either party.
12. Purchaser and Seller represent and agree that there are no third party beneficiaries to this document and that Purchaser and Seller are the sole intended beneficiaries of this document and all Sales.
13. When applicable, the terms of Executive Order 11246 and 41 C.F.R. Part 60-1 shall apply to this document and to all Sales.
14. As a standard practice, Seller offers electronic invoicing to its customers. Purchaser must contact Seller if Purchaser does not wish to receive electronic invoicing.

# Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency <b>Montague County</b>	
Address (Street & number, P. O. Box or Route number) <b>PO Box 416</b>	Phone (Area code and number) <b>940.894.2556</b>
City, State, ZIP code <b>Montague, Texas 76251 TX 756001078</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Lehigh Hanson

Street address: 300 E John Carpenter Frwy

City, State, Zip code: Irving, Texas 75062

Description of items to be purchased or on the attached order or invoice:

(1) Aggregate

Purchaser claims this exemption for the following reason:

**GOVERNMENT ENTITY**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser: <i>Debra Boaz</i>	Title: Administrative Assistant to the Commissioners	Date: 5/13/2021
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above  
**MONTAGUE COUNTY COURTHOUSE**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC      C Corporation      S Corporation      Partnership      Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **X**

Exemption from FATCA reporting code (if any) \_\_\_\_\_

**5** Address (number, street, and apt. or suite no.) See instructions.  
**11339 STATE HWY 59 NORTH**

**6** City, state, and ZIP code  
**MONTAGUE, TX 76251**

**7** List account number(s) here (optional)

**GOVERNMENT ENTITY**

Requester's name and address (optional)

*(Applies to accounts maintained outside the U.S.)*

Print or type.  
See Specific instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**or**

**Employer identification number**

7	5	-	6	0	0	1	0	7	8
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person ▶ *Debra Gray*

Date ▶ *6-2-2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*