



TINSLEY COMPANIES

Tinsley Asphalt, LLC
Tinsley Asphalt Products, LLC
Tinsley Limestone, LLC
Tinsley Sand & Gravel, LLC

P.O. Box 1955

Tullahoma, TN 37388

931-455-4749 Office

office@tinsleyasphalt.com

CREDIT APPLICATION

Date: _____

TINSLEY COMPANY from which credit is requested:

Tinsley Asphalt, LLC _____ Tinsley Asphalt Products, LLC _____

Tinsley Limestone, LLC _____ Tinsley Sand & Gravel, LLC _____

SECTION I – INDIVIDUAL ONLY

Name: _____

Phone #: _____

Mobile #: _____

Email: _____

Address: _____

Employer: _____ How long employed _____

Social Security #: _____ Driver License # _____

SECTION II – BUSINESS ONLY

Business Name: _____

Phone #: _____

Primary Contact (Name): _____

Mobile #: _____

Email: _____

Billing Address: _____

Type of Business _____ Date Established _____

Business Operates as: Sole Proprietor _____ Partnership _____ Corporation _____ LLC _____

Federal ID # _____

Name & Address of Principal Owner or Officers*:

Name _____ Title _____ Address _____

Name _____ Title _____ Address _____

SECTION III – SALE AND USE TAX

Will you pay sales tax? Yes _____ No _____

Type of Sales and Use Tax Exemption Certificate: _____

Exemption/Account #: _____

Effective Date: _____

***IF NOT, A CERTIFICATE MUST BE ATTACHED.**

SECTION IV - BOTH BUSINESSES AND INDIVIDUALS MUST COMPLETE

Finance: Bank, phone number and contact person where you have accounts and/or loans

Bank	Phone #	Contact

Trade References: List 3 Trade References (NO BANKS OR CREDIT CARDS)

Name	City/State	Phone	Email

SECTION V – BILLING *ALL INVOICES ARE DELIVERED VIA EMAIL.

Billing Contact (Name): _____

Phone: _____

Email: _____

IMPORTANT: PLEASE READ AND SIGN THE CHARGE ACCOUNT AGREEMENT ON THE REVERSE SIDE.

*** - AT LEAST ONE PRINCIPAL OWNER AND/OR OFFICER MUST SIGN AS A GUARANTOR ON THE CHARGE ACCOUNT AGREEMENT ON THE NEXT PAGE.**

TINSLEY LIMESTONE, LLC CHARGE ACCOUNT AGREEMENT

In consideration of Tinsley Limestone, LLC (“Tinsley”) permitting purchases to be charged to the Buyer, the Buyer (whether one or more) and any Guarantor (whether one or more), jointly and severally agree to the following terms regarding all such purchases made by the Buyer (When reference is made to Buyer or Guarantor, the singular shall become the plural.)

1. To pay for all purchases made and changes to Buyer’s account within thirty (30) days of date of invoice.
2. If invoice is not fully paid within thirty (30) days of date of invoice, a time price differential (FINANCE CHARGE) on the balance of any charges, after all payments and credits, at the rate of 1.5% per month (an ANNUAL PERCENTAGE RATE of 18%) will be charged.
3. If the account becomes delinquent, TINSLEY is authorized to add to account any and all costs involved in the collection process including reasonable attorney’s fees and court costs, as permitted by law.
4. Any action to collect any balance due shall be instituted in Franklin County, Tennessee. The Buyer and any Guarantor do hereby submit to the jurisdiction of the appropriate Court in Franklin County, Tennessee, and do waive any right to object to jurisdiction. Notwithstanding the foregoing, TINSLEY shall have sole and exclusive right to institute any action in the county where Buyer made purchases or has principal place of business, or where Buyer or any Guarantor reside.
5. The information on the Credit Application is for the purpose of obtaining credit, and TINSLEY is authorized to obtain from any source any and all information deemed necessary by TINSLEY to determine the credit and financial responsibility of the Buyer and any Guarantor, and TINSLEY is authorized to release information regarding the performance of this agreement. TINSLEY may reproduce the Credit Application and/or Charge Account Agreement for the purpose of furnishing to any person or legal entity, a copy hereof, SO AS to allow the release of any and all information relative to Buyer’s and any Guarantor’s credit and financial responsibility. TINSLEY and any individual or firm furnishing TINSLEY with credit and financial information relative to the Buyer and any Guarantor, is released from any and all liability of every nature, kind and description including but not limited to disclosures under the Fair Credit Reporting Act, 15 U.S.C. 1881, et seq., and under any applicable state laws, for any investigation made by TINSLEY, or made by any thirty party on behalf of TINSLEY.
6. TINSLEY may change the terms of this Agreement or include new terms upon providing Buyer with proper written notice.
7. Any guaranty is unlimited, unconditional, and continuing. Any revocation by any Guarantor shall be in writing and effective only if delivered by certified mail to Tinsley Limestone, LLC, 5790 Greenhaw Road, Decherd, TN 37324, return receipt requested, and shall be effective only as to the charges made after such notice is received by TINSLEY. Any Guarantor waives notices of acceptance, extension of credit, presentment, and demand for payment on Buyer, notice of default, extension of payment time, acceptance of partial payment, demand for payment, and all other such notices to which Guarantor might otherwise be entitled.
8. The availability of credit to Buyer is conditional upon a determination of extension of credit each time an order is placed. Decisions with respect to the extension or continuation of available credit shall be in the sole discretion of TINSLEY. In the event TINSLEY shall decide, in its sole discretion, to suspend or discontinue sales to the Buyer, and subsequently shall from time to time decide to resume or to continue sales to Buyer, then this Agreement shall not be terminated, but shall remain in full force and effect during any such period of suspension and resumption of sales.
9. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**THE UNDERSIGNED ACKNOWLEDGES THAT THIS ENTIRE AGREEMENT HAS BEEN READ AND UNDERSTOOD,
AND THAT BUYER AND ANY GUARANTOR ARE BOUND BY THE TERMS AND CONDITIONS HEREOF**

DATE _____ 20__

-----IF CORPORATION or LLC-----

-----IF INDIVIDUAL or PARTNERSHIP-----

Name of Firm (Buyer)	

Authorized Signer	
X _____	Title _____
Guarantor	
X _____	
Guarantor	
X _____	

Buyer
X _____
Buyer
X _____
Buyer
X _____
Buyer
X _____