

802 N. Industrial Rd.  
P.O. Box 664  
Iola, Kansas 66749  
Phone: (620) 365-5588

# Payless Concrete Products, Inc.



**CONDITIONS**

Concrete to be delivered to the nearest accessible point over passable road, under truck's own power. Due to delivery at owner's or intermediary's direction, seller assumes no responsibility for damages in any manner to sidewalks, roadways, driveways, buildings, trees, shrubbery, etc., which are at customer's risk. The maximum allotted time for unloading trucks is 5 minutes per yard. A charge will be made for holding trucks longer. This concrete contains correct water contents for strength or mix indicated. We do not assume responsibility for strength test when water is added at customer's request.

**NOTICE TO OWNER**

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract.

SHIP TO:

SOLD TO:

ENJ002

ENSMINGER ENERGY, L.L.C.

1446 3000 ST

MORAN KS  
66755

EN/MCFADDE

ENSMINGER ENERGY LLC

54 E TO 3000 S 2 MI W RD

SIGN @ DRIVE SAYS NO ACCESS

WELL MCFADDEN # E5

MORAN, KS 66755

TIME	FORMULA	LOAD SIZE	YARDS ORDERED	* CUB	DRIVER/TRUCK	* TRK	PLANT/TRANSACTION #
09:52:17a	WELL	12.00 yd	12.00 yd	0.00	34	0.00	ALLOA
DATE	LOAD #	YARDS DEL.	BATCH#	WATER TRIM	SLUMP	TICKET NUMBER	
09-19-13	1	12.00 yd	25111	0/yd	4.00 in	35031	

**WARNING**

**IRRITATING TO THE SKIN AND EYES**

Contains Portland Cement. Wear Rubber Boots and Gloves. PROLONGED CONTACT MAY CAUSE BURNS. Avoid Contact With Eyes and Prolonged Contact With Skin. In Case of Contact With Skin or Eyes, Flush Thoroughly With Water, If Irritation Persists, Get Medical Attention. KEEP CHILDREN AWAY.

CONCRETE is a PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER UPON LEAVING the PLANT. ANY CHANGES OR CANCELLATION of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE LOADING STARTS.

The undersigned promises to pay all costs, including reasonable attorneys' fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 24% per annum.

Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered.

A \$25 Service Charge and Loss of the Cash Discount will be collected on all Returned Checks.

Excess Delay Time Charged @ \$50/HR.

**PROPERTY DAMAGE RELEASE**  
(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)

Dear Customer-The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if it places the material in the load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc., by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X

**Excessive Water is Detrimental to Concrete Performance**  
H<sub>2</sub>O Added By Request/Authorized By

GAL X

WEIGHMASTER

NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED WHEN DELIVERING INSIDE CURB LINE.

LOAD RECEIVED BY:

X

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12.00	WELL	WELL (10 SACKS PER UNIT)		\$ 666.00
12.00	MIX&HAUL	MIXING & HAULING		\$ 300.00
15	TRUCKING	TRUCKING CHARGE		\$ 82.50

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
11:33	11:06		1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER	
			6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	ARRIVED JOB	START UNLOADING		TIME DUE
10:08	10:39			
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		DELAY TIME

Tax \$77.15

ADDITIONAL CHARGE 1

ADDITIONAL CHARGE 2

GRAND TOTAL

\$1119.65