



CREDIT APPLICATION AND AGREEMENT

Cust. Code \_\_\_\_\_ (For BST Use Only)

Name of Applicant: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Street Number and Name

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
(If different from above) Street Number and Name

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_ Contact Mobile Phone: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

Do You Require: Purchase Orders? \_\_\_\_\_ Job Names or Numbers? \_\_\_\_\_ Purchaser Name? \_\_\_\_\_

Business Information

Principal Activities: \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Contractor's License No: \_\_\_\_\_ Web Address: \_\_\_\_\_

Form of Org: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ LLC \_\_\_\_\_ Corporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Date Established: \_\_\_\_\_ Years Under Present Ownership / Management: \_\_\_\_\_

Sales Tax Exempt? \_\_\_\_\_ If yes, please enclose Resale Certificate Premises: Owned Rented
(Circle One)

Information on Owners, Officers, Shareholders or Partners

Attach Separate Sheet(s) for Additional Information on Officers and Partners

- 1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_ Percent Own: \_\_\_\_\_
2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_ Percent Own: \_\_\_\_\_
3. Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_ Percent Own: \_\_\_\_\_

Bank Information

Attach Separate Sheet(s) for Additional Loans or Bank Contacts

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Trade References

- 1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

THE TERMS ATTACHED TO THIS APPLICATION ARE AN INTEGRAL PART OF THIS APPLICATION AND AGREEMENT. A PRINCIPAL, OWNER OR OFFICER MUST READ, AGREE AND SIGN THIS APPLICATION AND AGREEMENT.



CREDIT APPLICATION AND AGREEMENT (continued)

IN CONSIDERATION OF THE PROCESSING BY BUTTE SAND TRUCKING CO. (hereafter "Seller") OF THIS APPLICATION, AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (hereafter "Buyer") AGREES AS FOLLOWS:

- 1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller varying such terms, payment shall be 10th prox. That is to say, payment in full for all credit purchases made during the billing month is due by the 10th of the following month.
2. Retention of any percentage of Seller's billing is not permitted without prior written approval by Seller.
3. Buyer shall pay Seller (not as a penalty, but as liquidated damages based on the impracticality of fixing actual damages) a charge on all amounts not paid when due computed at a periodic rage of one and one-half (1 1/2) percent per month (which is an annual percentage rate of 18%) or at the maximum rate permitted by law in the event such rate is lower.
4. Buyer agrees to pay all Seller's reasonable attorney's fees and collection costs in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
5. If and to the extent any purchase order from Buyer to Seller should contain any terms at variance with these terms, the terms set forth herein shall be changed only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
6. In the event a check is given as payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions of paragraphs 3 and 4 shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.
7. Buyer agrees fully and promptly to furnish Seller information needed or requested by Seller for proper filling out and service of a preliminary twenty-day notice under the mechanics' lien laws.
8. Buyer shall remain obligated by all terms and provisions of this Credit Application and Agreement in regard to all purchases made until such time as Seller shall receive from Buyer written notice of revocation and/or change in status. In order to be effective, such notice must be mailed by certified or registered first class mail to Butte Sand Trucking Co., 10373 South Butte Road, Sutter, CA 95982. Notice of revocation and/or change in status shall not in any way relieve Buyer from liability for any obligation or indebtedness incurred prior to the actual receipt by Seller of such notice sent in the prescribed manner. Receipt by Seller of a check or checks showing a different name than the name on the account shall not constitute written notice of a change in status.
9. This Credit Application and Agreement is submitted by Buyer to Seller at Seller's place of business in Sutter, California and shall be deemed to have been entered into in Sutter, California. All payments by Buyer shall be made to Seller at its place of business in Sutter, California.
10. Seller, or any credit bureau or other investigative agency employed by Seller, is authorized to investigate any reference or information hereon listed, or statements or other data obtained from Buyer or any other person pertaining to the Buyer's credit and financial responsibility.
11. Seller reserves the right to approve or refuse credit on an individual sales or project by project basis at Seller's discretion.
12. The person filling out this application warrants and declares under penalty of perjury that information provided thereon by applicant is true and correct and that the person signing this application is authorized to do so on behalf of the applicant.

SIGNATURE OF AUTHORIZED PRINCIPAL, PARTNER OR CORPORATE OFFICER REQUIRED

Applicant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name Printed

Title: \_\_\_\_\_

Owner/Partner/Officer/Director