



Mailing Address: P.O. Box 2210, Pismo Beach, CA 93448
 Phone (805) 473-3016 ~ Fax (805) 481-5966

APPLICATION FOR CREDIT AND ACCOUNT AGREEMENT

COMPANY NAME: _____

INDIVIDUAL'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ **FAX:** _____ **FEDERAL ID NO OR SOCIAL SECURITY NO:** _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

THIS LOCATION IS OUR: **MAIN OFFICE** **BRANCH OFFICE**

NAME AND ADDRESS OF PARENT COMPANY (IF APPLICABLE): _____

BUSINESS ENTITY IS A: **CORPORATION** **PARTNERSHIP** **SOLE PROPRIETORSHIP** **LLC**

CONTRACTOR LICENSE NO: _____ **YEAR ISSUED:** _____

LIST NAME(S) OF CORPORATE OFFICER(S), PARTNER(S) OR OWNER(S) –
WE MUST HAVE SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE FOR IDENTITY AND SECURITY PURPOSES.

POSITION	NAME	HOME ADDRESS CITY/STATE/ZIP	DRIVERS LICENSE #	SOCIAL SECURITY #

YEARS IN BUSINESS: _____

YEARS AT PRESENT LOCATION: _____

AVERAGE MONTHLY SALES: _____

AVERAGE NUMBER OF EMPLOYEES: _____

DESCRIBE YOUR PRODUCT OR SERVICE: _____

ANTICIPATED MONTHLY PURCHASES: \$ _____

CREDIT LIMIT REQUESTED: \$ _____



Mailing Address: P.O. Box 2210, Pismo Beach, CA 93448
 Phone (805) 473-3016 ~ Fax (805) 481-5966

BANK REFERENCES

BANK NAME	BRANCH	CITY	PHONE	ACCOUNT #

PRESENT OR PREVIOUS MATERIAL SUPPLIERS

NAME	ADDRESS/CITY/STATE/ZIP	PHONE & FAX

ANY SPECIAL REQUIREMENTS YOU REQUEST TO BE INCLUDED ON TICKET, PURCHASE ORDER NUMBER, ETC.: _____

SALES TAX STATUS: TAXABLE TAX EXEMPT

IN ORDER FOR US TO SELL YOU ANY MERCHANDISE ON A TAX EXEMPT BASIS, WE MUST HAVE A FULLY EXECUTED RESALE CARD ON FILE.

HOW TIMELY DO YOU PAY YOUR BILLS: PER TERMS 30 DAYS SLOW OTHER

WHO IS RESPONSIBLE FOR PAYING YOUR BILLS? NAME: _____ PHONE: _____

HAS THE COMPANY EVER FILED FOR BANKRUPTCY? YES NO

IF YES, WHEN AND IN WHAT JURISDICTION AND UNDER WHAT CHAPTER: _____

IS THERE A RECEIVER OR OTHER COURT ORDERED TRUSTEE CURRENTLY ACTIVE? _____



Mailing Address: P.O. Box 2210, Pismo Beach, CA 93448
 Phone (805) 473-3016 ~ Fax (805) 481-5966

TO ASSIST SIERRA PACIFIC MATERIALS IN GRANTING YOU CREDIT, PLEASE ATTACH A RECENT FINANCIAL STATEMENT. FOR A CREDIT LIMIT OF \$10,000 OR MORE, WE MUST INSIST ON A FINANCIAL STATEMENT.

EQUIPMENT OWNED	DESCRIPTION: VALUE: \$ FINANCED BY:	LOAN BALANCE: \$ MO. PAYMENT: \$
BUSINESS PROPERTY	DESCRIPTION: VALUE: FIRST TRUST DEED (MORTGAGE) HOLDER: IS THERE A SECOND TRUST DEED? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES) LOAN BALANCE: \$	ADDRESS: LOAN BALANCE: \$ MO. PAYMENT \$
HOME	<input type="checkbox"/> LEASE/RENT <input type="checkbox"/> OWNED (IF OWNED, PLEASE CONTINUE) ADDRESS:	VALUE: FIRST TRUST DEED: \$ MO. PAYMENT: \$ SECOND TRUST DEED: \$ LOAN BALANCE: \$
FINANCIAL INFORMATION	CURRENT ASSETS TOTAL ASSETS	CURRENT LIABILITIES: TOTAL LIABILITIES: NET WORTH:



Mailing Address: P.O. Box 2210, Pismo Beach, CA 93448
Phone (805) 473-3016 ~ Fax (805) 481-5966

ACCOUNT AGREEMENT WITH TERMS OF SALE

IN CONSIDERATION OF THE PROCESSING BY SIERRA PACIFIC MATERIALS (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 net 30 days. Payment shall be due within thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Buyer. Past due accounts may be placed on C.O.D. by Seller without notice. Past due amounts shall be subject to late charges as provided in paragraph 2 below.
2. Buyer shall pay Seller (not as a penalty but as liquidated damages based on the impracticality of fixing actual damages) a late charge on all amounts not paid when due computed at the rate of one and one half (1.5%) percent per month (which is an annual percentage rate of 18%), or the maximum rate permitted by law in the event such rate is lower, beginning on the thirty-first (31st) day from the date of the invoice until paid in full. Payments shall be applied first to accrued late charges, then to past due amounts.
3. 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.
4. If Buyer sends Seller a purchase order, Buyer acknowledges that such purchase order shall not become a part of the parties' agreement concerning any resulting sales transaction. This Account Agreement, together with Material Quote from Seller, any other agreements required by Seller, and future invoices from Seller, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement and Seller's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
5. 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 hereof, including paragraphs 2 and 3, 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.
6. Buyer shall fully and promptly furnish Seller information needed or requested by Seller for proper filling out and service of a Preliminary Twenty-Day Notice under the Mechanic's Lien Law. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.
7. 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.
8. Upon a change in principals or the type or nature of Buyer's form of legal entity, Buyer and such new principal(s)/entity will give written notice thereof within 15 days to the credit department of Sierra Pacific Materials, and Seller's new principal(s) or legal entity shall become bound by all the terms and provisions of this Account Agreement.
9. Seller reserves the right to approve or refuse credit on an individual sales or project by project basis at Seller's discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice.
10. This Credit Application and Account Agreement is submitted, entered into and is to be performed at Seller's place of business, which is Grover Beach, California, from where Seller decides whether or not to extend credit to or make a sale to Buyer. This Agreement will be governed by the laws of the State of California, without regard to conflicts of laws and principles.
11. Buyer or buyers' agents purchasing or receiving material shall be responsible for ensuring seller has correct Purchase Order Number or job location on ticket. Seller shall not be liable for incorrect information on ticket.



Mailing Address: P.O. Box 2210, Pismo Beach, CA 93448
Phone (805) 473-3016 ~ Fax (805) 481-5966

12. The person signing this application warrants and declares under penalty of perjury that information provided by Buyer is true and correct and that the person signing this application is authorized to do so on behalf of Buyer.

Company Name

Date

Signature (Officer or Principal only)

Type or Print Name & Title

CONTINUING PERSONAL GUARANTY

In consideration of Sierra Pacific Materials extending credit and making future sales to Applicant/Buyer, the undersigned personally guarantees Applicant's/Buyer's performance of all its obligations under the above Account Agreement, including but not limited to, payment of any and all charges and/or money due Sierra Pacific Materials. The undersigned waives any right to (a) notice of Applicant/Buyer's default, (b) demand/presentation and (c) require Sierra Pacific Materials to proceed first against Applicant/Buyer, proceed against or exhaust any security or pursue any other remedy. The undersigned hereby authorizes Sierra Pacific Materials without notice or demand from time to time to do any of the following: (a) renew, compromise, extend, accelerate or otherwise change the terms and amount of the obligations guaranteed, (b) take and hold security for the obligations guaranteed and exchange, enforce, waive and release any security, (c) apply security and direct the order or manner of sale of security as Sierra Pacific Materials in its sole discretion may determine, and (d) assign the Account Agreement and this Guaranty in whole or in part. In addition to the amounts guaranteed, the undersigned shall pay Sierra Pacific Materials reasonable attorney's fees incurred in enforcing this Guaranty. This Guaranty is submitted, entered into and is to be performed at Sierra Pacific Materials office.

Dated: _____

Signature of Guarantor

Type or Print Full Name of Guarantor