



Credit Application

Company Name: _____

Yard Address: _____ City _____ State _____ Zip _____

Billing Address: _____ City _____ State _____ Zip _____

Main Telephone: (_____) _____ - _____ Type of Business: _____

Year Established: _____ Years at Present Location: _____

Accounts Payable Contact: _____ Telephone: (_____) _____ - _____

Email: _____ Contractors License #: _____

Corporation - State: _____ Partnership Sole Proprietorship

Name & Address of Agent for Service of Process: _____

Resale #: _____ (Please attach) Federal ID #: _____

Insurance Agent (General Liability): _____

Address: _____ Telephone: (_____) _____ - _____

Insurance Company (General Liability): _____

Has this company ever filed for bankruptcy? _____ Explain: _____

PARTNERS, OWNERS AND OFFICERS

Name/Title:	Cell & Fax number:	Email address:	Social Security:
Name/Title:	Cell & Fax number:	Email address:	Social Security:

ACTIVE TRADE REFERENCES

Name:	Phone number:	Fax number:	Email address:
Name:	Phone number:	Fax number:	Email address:
Name:	Phone number:	Fax number:	Email address:

BANK REFERENCES:

Bank name:	Address:	Phone & Fax:	Account Number:
Bank name:	Address:	Phone & Fax:	Account Number:

THIS CREDIT APPLICATION IS SUBJECT TO THE TERMS AND CONDITIOSN OF SALE WHICH APPEAR ON PAGE 2 OF THIS APPLICATION AND ARE INCORPORATED BY THIS REFERENCE. Applicant understands that if payment is not made by the due date on the invoice, applicant will be obligated to pay late charges plus attorney's fees and costs of collection incurred pursuant to the terms and conditions which appear on page 2 of this application. Applicant understands creditor will be relying on the information provided above in determining whether to extend credit to applicant. Applicant represents all information is true and correct as of the date of applicant's execution below. Creditor is authorized to contact the references named above to verify and obtain further credit information which creditor may require to evaluate this application, and applicant releases these references from any liability which may result from the disclosure of such information.

Date:	Applicant Print or Type Name:	Applicant Signature:	Title:
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TERMS AND CONDITIONS OF SALE

1. **Payment and Late Charges.** Seller acknowledges receipt of that portion of the purchase price indicated on the face hereof if the balance of the purchase price is not paid on or before the last day of the calendar month following the month of delivery. Buyer agrees to pay Seller late charges equal to one and one-half (1 ½%) of the amount of such delinquent payment or any portion thereof, such charges to accrue and be payable on a monthly basis for each and every calendar month for which full payment, together with the accrued late charges, is delinquent.
2. **Credit Approval.** All orders are subject to approval of Buyer's credit, in the event Buyer's credit is not approved by Seller prior to delivery of the Property to Buyer, Buyer agrees to return, at Buyer's expense, all of the Property delivered.
3. **Telephone Orders.** In the event the Property is sold to Buyer as result of a telephone order or under other circumstances where Buyer is not available to execute this agreement, Buyer agrees, in any event to be bound to the terms and conditions of sale set forth herein.
4. **Delivery and Irrevocability.** Seller shall deliver or cause to be delivered to Buyer at the earliest available delivery date all the Property, delivery to be made at the location designated by Buyer on the face hereof. Buyer acknowledges that Seller may not have on hand in Seller's open stock all of the items purchased by Buyer and that Seller will be relying on Buyer's agreement to purchase such items as a basis for Seller to enter into binding agreements with others for the delivery of such items and in the case of those items which must be specifically made for Buyer, the design and manufacture of such items by others. Because of such reliance by Seller, Buyer hereby agrees that Buyer's obligation to purchase the Property shall be on unconditional and irrevocable obligation of Buyer to Seller. If Buyer requests delivery inside curb line, Seller shall not be responsible for damages to the premises or Improvements thereon including without limitation curbs, sidewalks, pavement and landscaping.
5. **Sellers' Right to Substitute.** Seller shall have the right to substitute items of Property of comparable quality and workmanship or specific Property ordered by Buyer which is not currently in Seller's open stock. The obligation of Seller to deliver to Buyer the Property is subject to Seller's inventory on hand in open stock, which items are subject to prior sale, and if Seller is unable to furnish the Property specified, Seller hereby reserves the privilege to cancel such items and deduct the price thereof from the balance owed by Buyer under the agreement.
6. **Nonconforming Goods.** Buyer shall notify Seller in writing within twenty-four (24) hours after delivery of any nonconforming items of Property or any deficiencies or shortages, otherwise all such claims shall be deemed waived to Buyer. The use by Buyer of any Property claimed to be nonconforming or deficient shall constitute acceptance of such items by Buyer. Unless Seller otherwise agrees, Buyer shall have no right to withhold payment of the purchase price or to adjust the amount of the purchase price because of any such claim, the sole remedy of Buyer being the replacement or repair by Seller of nonconforming or deficient Property, which remedy shall be in lieu of Buyer's right to consequential damages or any other remedy available under applicable laws, provided, however, that Seller shall have no obligation to replace or repack any such items if Buyer is in default under the agreement in any respect. Any Property delivered to Buyer but not accepted shall be held and stored by Buyer in a commercially reasonable manner, and Seller shall be given a reasonable amount of time to remove such Property.
7. **Title.** Title to all Property shall be retained by Seller until delivery of the Property to Buyer or pickup of the Property by Buyer. Title passes to Buyer at curbside upon delivery prior to stocking and spreading. Risk of loss for all Property shall pass to Buyer at the time title passes.
8. **Removal of Property.** Any Property delivered by Seller or caused to be delivered by Seller to Buyer shall not be removed from the location to which delivered until the full purchase price thereof has been paid by Buyer to Seller, unless Seller consents in writing to such removal.
9. **Assignment.** No transfer, assignment, pledge, renewal or extension of this agreement or any portion or interest hereunder, or any loss, injury or destruction of the Property for any cause whatsoever shall release Buyer from Buyer's obligation hereunder, or operate to pass title to or interest in any portion of such Property to any third party.
10. **Liens and Insurance.** Buyer shall not permit any lien, encumbrance or security interest to attach to any of the Property or to be liened upon any of the Property under legal process, or dispose of the Property, other than in the ordinary course of business, or permit anything to be done that may impair the value of the Property prior to the payment in full of the balance of the purchase price. Buyer shall insure the Property against risk of loss or damage by fire, including extending coverage, theft and such other casualties in an amount equal to the full replacement value thereof, loss payable endorsement s on all such policies to payable to Seller and Buyer as their interests may appear.
11. **Buyer's default.** Occurrence of any of the following with respect to Buyer shall constitute an event of default under this agreement:
 - i. Failure to pay when due the balance of the purchase price;
 - ii. Failure to pay when due any costs or expenses necessary to preserve or protect the property;
 - iii. Failure in the performance of any covenant or agreement herein;
 - iv. The giving of any representation or warranty or furnishing any financial information in Buyer's credit application or otherwise to Seller that should prove untrue or materially misleading;
 - v. The refusal of Buyer to accept delivery of all or a portion of the Property or Buyer's rejection of all or a portion of the Property upon delivery;
 - vi. The business failure or the failure or inability to pay debts in the ordinary course or as they become due, or insolvency within the meaning of the federal bankruptcy laws or state insolvency laws or otherwise;
 - vii. The commission of any act of bankruptcy, assignment for the benefit of creditors, composition of creditors or the commencement of any proceedings, whether voluntary or involuntary, under any federal or state bankruptcy, reorganization or insolvency laws; or
 - viii. The attachment of garnishment of or levy of execution upon the assets, property, business or income of Buyer or the appointment of a receiver or trustee of or for any part of the assets, property, or business of Buyer.
12. **Seller's Remedies Upon Buyer's Default.** Upon the occurrence of any event of default hereunder, Seller shall have all the rights and remedies available to Seller under California Uniform Commercial Code or other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. Without limiting the generality of the foregoing, upon the occurrence of any such event of default, Seller shall have the right, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, to take possession of the Property or any part thereof, to reclaim the Property, to withhold delivery or stop delivery in transit, or otherwise, or to rescind this agreement, to pursue its rights and remedies under applicable mechanics lien laws, and to take such other action as Seller may deem necessary and appropriate of the protection of its interests. After such event of default, Seller may require Buyer to assemble the Property and to make it available to Seller at a place designated by Seller which is reasonably convenient to Seller and Buyer. Seller shall have the right to take immediate possession of the Property and shall have the right to take such action as may be required to enforce Buyer's default, or alternatively to resell for scrap or salvage all such Property which was in the process of being manufactured or constructed at the time of Buyer's default. Seller shall not be accountable to Buyer for any proceeds received by Seller as a result of such private or public sale, but Seller shall have the right to recover from Buyer the difference between such resale price and Buyer's purchase price of the Property as provided in this agreement, together with all expenses of sale, including removal of Property and damages to the premises caused by removal, transportation, storage, repair maintenance, commissions and such other expenses as may be allowed under the California Uniform Commercial Code and other applicable laws, less any expenses actually saved by Seller in consequence of Buyer's default hereunder. Seller shall have the right to purchase the Property at any such private or public sale.
13. **Attorney's Fees.** Buyer hereby agrees to pay to Seller all attorney's fees and costs and expenses of enforcement of this agreement, including without limitation service of process fees, filing fees, court and court reporter costs, investigative costs, expert witness fees, appraisal fees, trustee and master fees, receiver's fees, keeper fees, and the costs of any bonds, whether or otherwise taxable or not incurred by Seller.
 - i. In any action proceeding pertaining to this agreement and the rights and obligations of the parties hereunder;
 - ii. In enforcing its rights hereunder and the pursuit of its rights and remedies under the California Uniform Commercial Code, or mechanics lien laws, or by another applicable law, whether such enforcement proceeding be by way of claim and delivery, no judicial or judicial sale and foreclosure, or any other proceeding for all or any portion of the amounts payable hereunder;
 - iii. In obtaining a judgement against Buyer for all or any portion of the amounts payable hereunder;
 - iv. In enforcing any judgement which may be obtained in such proceeding, including without limitation the judicial sale of the underlying real property under the mechanics lien laws, or any appeal from such proceeding;
 - v. In representing Seller in any proceedings under the California Probate Code, or in connection with any state or federal tax liens, or for the appointment of a receiver, and;
 - vi. In representing Seller in federal bankruptcy proceedings or state insolvency proceedings or any creditors arrangements or other creditors proceedings initiated by or against Buyer.
14. **Time and Waiver.** Time is of the essence in this agreement. The waiver of any default hereunder shall not be a waiver of any subsequent default. Seller's acceptance or partial or delinquent payments or Seller's failure to exercise any rights it may have shall not waive any obligation of Buyer or any rights of Seller or otherwise modify this agreement, or waive any other similar matter.
15. **Notices.** Any notices or communications to be given in this agreement shall be delivered personally or shall be sent by either party to the other by regular, registered or certified mail, postage prepaid, to the address of such party designated on the place hereof, or to such other address as may be provided in writing by either party.
16. **Successors and Assigns.** All rights of Seller hereunder shall incur to the benefit of its successors and assigns. All obligations of Buyer shall bind Buyer's heirs, beneficiaries, legal representatives, successors and assigns.
17. **Governing Law.** This agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California.