



OFFICE: 253.833.3705
FAX: 253.833.3746

400 Valley Ave NE
Puyallup, WA 98372-2516

COMMERCIAL CREDIT APPLICATION

DATE _____

COMPLETE LEGAL NAME OF BUSINESS _____

DBA _____

NAME OF PARENT COMPANY (if applicable) _____

BILLING ADDRESS _____

STREET ADDRESS _____

PHONE NUMBER _____ CELL _____

E-MAIL ADDRESS _____ FAX NUMBER _____

CONTRACTORS LICENSE NUMBER _____

FEDERAL TAX ID# _____ BUSINESS LICENSE NUMBER (UBI) _____

TAXABLE _____ TAX EXEMPT _____

BUSINESS STRUCTURE:

CORPORATION _____ PARTNERSHIP _____ SOLE PROP _____

LIMITED LIABILITY COMPANY _____ OTHER (explain) _____

HOW LONG IN BUSINESS _____ HAVE YOU EVER FILED BANKRUPTCY _____

IF YES, PERSONAL OR BUSINESS _____ YEAR _____

NAME OF CORPORATE OFFICERS, MEMBERS, PARTNERS OR OWNERS:

NAME _____ ADDRESS _____

PHONE NO. _____ SOCIAL SECURITY _____

NAME _____ ADDRESS _____

PHONE NO. _____ SOCIAL SECURITY _____

BANK _____ ADDRESS _____

TYPE OF BUSINESS: _____

COMMERCIAL ACCOUNT AGREEMENT

Customer warrants the above information to be 100% accurate and complete. Customer applies to Miles Sand & Gravel Company ("MILES") for the right to make commercial purchases on an open account basis. Customer hereby agrees that if credit is, or has been, extended, all purchases made from MILES will be subject to the following terms and conditions:

1. MILES is not a lending institution; this is not a revolving account. Customer promises to pay its account in full within thirty (30) days of Invoice date. All past due amounts will accrue a late charge (or delinquent charge) at the Annual Percentage Rate of eighteen-percent (18%) (1.5% per month). Customer agrees to pay all pre- and post-judgment attorneys' fees, costs, collection agency costs/fees and expenses incurred by MILES relating to this Account Agreement, the sale of goods and/or any default hereunder. Customer shall pay a \$25.00 fee for all returned or "NSF" checks. At MILES' option, jurisdiction and venue of any lawsuit relating to this Account Agreement and/or the sale of goods may be laid in King County Superior Court, Seattle, Washington. The validity, effect, interpretation and performance of this Account Agreement shall be governed by the laws of the State of Washington. Customer understands that the fact that a service charge will be imposed does not authorize payment of the account to be made in installments or in any other manner than provided herein.
2. The undersigned consent(s) to MILES' use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the above Credit Application. The undersigned authorize(s) MILES to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit. Customer, Customer's agents/principals and guarantor(s) authorize MILES at any time to inquire into and obtain from any bank, lending institution, credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to Customer's credit worthiness or financial condition and/or Customer's principals'/agents' personal credit worthiness or financial condition and/or guarantor's personal credit worthiness or financial condition. The undersigned knowingly consent(s) to the use of such credit report/information consistent with the Federal Fair Credit Reporting Act (15 U.S.C.@1681 et seq.). Customer understands that MILES may report Customer's performance under this Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which MILES has the right to lien and/or a project owner or upper-tier contractor. Customer agrees to release, defend, indemnify and hold fully harmless MILES and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.
3. Acceptance by MILES of less than full payment of any amounts due from Customer shall not be construed as a waiver of its rights hereunder or at law. Payments received by MILES may be applied to such portion(s) of Customer's unpaid account balance as MILES deems appropriate.
4. **For all goods sold, and unless otherwise expressly agreed to by MILES in writing, MILES HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no circumstance -- whether as a result of breach of contract, tort (including without limitation negligence) or other grounds -- shall MILES be liable for SPECIAL, INDIRECT, CONSEQUENTIAL OR LIQUIDATED DAMAGES (including, without limitation, lost profits/revenues) of Customer or claims of any third party against Customer (pass-through claims) for such damages. Customer agrees to release/waive any claims against MILES for any damage to Customer's real or personal property and adjacent properties caused by or relating to delivery of the goods. Customer further agrees to defend, indemnify and hold MILES fully harmless for any damage to the real or personal property and adjacent properties of Customer or third parties caused by or relating to delivery of the goods. All claims of Customer (including pass-through claims of another contractor or owner) relating to alleged (1) quantity or delivery errors and/or (2) defective, non-conforming and/or unacceptable goods shall be WAIVED by Customer unless made in detailed writing to MILES within fourteen (14) days after delivery (or Customer pickup) of the goods. All claims of Customer relating to alleged pricing errors shall be WAIVED by Customer unless made in detailed writing to MILES within ten (10) days after receipt of the applicable Invoice. Customer's sole/exclusive remedy for ANY breach or default on the part of MILES shall be to require MILES, at MILES' sole option, to either (1) refund the purchase price for the goods sold hereunder, or (2) provide Customer with conforming**

replacements for any nonconforming goods. UNDER NO CIRCUMSTANCE SHALL MILES' LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE EXCEED THE PRICE OF THE GOODS ACTUALLY RECEIVED FROM CUSTOMER WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE. Customer expressly and knowingly WAIVES the right to a jury trial on any issues relating to this Account Agreement and/or sale of goods.

5. Customer agrees that it will familiarize itself with any and all hazards, safety and precautionary procedures with respect to the handling, transportation or use of the goods and will manage the goods accordingly. Customer will provide or make available any product safety information provided by MILES or its affiliates to Customer's employees, to all others who handle the goods, and to its customers. Customer agrees to defend, indemnify and hold MILES fully harmless for any claims made against MILES or its affiliates, and for associated damages and expenses (including reasonable attorneys' fees, costs and and expenses), to the extent caused by Customer's failure to familiarize itself with such hazards, safety and precautionary procedures, to manage accordingly, or to provide such information as set forth above.

6. Customer agrees to notify MILES, in writing, thirty (30) days prior to any change in the ownership, name or business structure of Customer and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. MILES may, regardless of the terms herein or on any Invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owners' credit, which approval shall be at MILES' sole discretion. Customer agrees that (i) any line of credit desired or approved is not a limitation of liability, and (ii) it will be responsible for valid charges in excess of a line of credit either desired or approved. MILES shall have no obligation whatsoever to make any sale to Customer or to extend credit to Customer -- should credit be granted, MILES may increase, decrease or terminate any credit availability at any time in its sole discretion. Customer agrees to timely provide in writing to MILES information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds/retainage or construction liens.

7. This Account Agreement supersedes and replaces all prior written and oral agreements, representations and understandings between MILES and Customer. In the event of any conflict between the language of this Account Agreement and the language of an Invoice, Statement, Delivery Ticket or other document, the language of this Account Agreement shall control. No terms or conditions of a Customer existing or future purchase order different from the terms of this Account Agreement will become part of any agreement between the parties unless expressly approved in writing by MILES. The terms of this Account Agreement are severable and the invalidity or illegality of any term shall not affect the others. This Account Agreement may be executed in counterparts, each of which will constitute an original but all of which constitute one and the same instrument; a faxed, e-mailed or photocopied Account Agreement shall be as valid as the original. Customer agrees that all sales herein are commercial, non-consumer, sales.

8. If Customer's application for business credit is denied, it has the right to a written statement of the specific reasons for the denial. To obtain the statement please contact the Credit Manager at 400 Valley Ave. NE, Puyallup, WA 98372 within 60 days from the date you are notified of the credit decision. MILES will send Customer a written statement of reasons for the denial within 30 days of receiving the request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave. NW, Washington D.C. 20580.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

By: _____ (Signature) Date: _____
_____ (Name and Title)

PERSONAL GUARANTY

This Personal Guaranty is made by the undersigned to Miles Sand & Gravel Company ("MILES") in order to induce MILES to extend credit for the sale of goods to Customer and for other valuable consideration.

I/we hereby absolutely and personally guarantee to MILES the prompt and full payment and satisfaction of ALL amounts, obligations and indebtedness due MILES from Customer. This Personal Guaranty further extends to, and guarantees prompt and full payment of all late charges, interest, pre- and post-judgment expenses, costs, collection costs/fees, attorneys' fees incurred by MILES by reason of default of Customer and/or default of Guarantor(s). This Personal Guaranty is a continuing, primary and unconditional personal obligation and covers all existing and future obligations and indebtedness of Customer to MILES (and/or any predecessor company of MILES). I/we hereby waive notice of default, non-payment and notice thereof. I/we consent, and therefore this Personal Guaranty applies, to any modification or renewal of Customer's agreement with MILES hereby guaranteed. Any indication of a corporate status in the signature block below shall be taken as informational only and shall not affect the personal nature of this Personal Guaranty. If more than one person signs below, each signor is a Guarantor hereunder and agrees to be jointly and severally liable herein. The release of one Guarantor shall not affect the liability of another Guarantor.

This Personal Guaranty remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of Customer. This Personal Guaranty shall be binding on my/our heirs, executors, personal representatives and assigns. I/we waive any rights I/we may have to require MILES to proceed against Customer or pursue any other remedy prior to enforcing this Personal Guaranty. I/we warrant that the waivers above are made with my/our full knowledge and careful consideration and are reasonable and not contrary to public policy or law. The validity, effect, interpretation and performance of this Personal Guaranty shall be governed by the laws of the State of Washington. At MILES' option, jurisdiction and venue for any lawsuit may be laid in King County Superior Court, Seattle, Washington. **I/we expressly and knowingly WAIVE the right to a jury trial on any issues relating to this Personal Guaranty.** To assist MILES in making any credit decision, I/we authorize it to from time to time inquire into and obtain from any bank, lending institution, consumer credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to my/our personal credit worthiness or financial condition consistent with the Federal Fair Credit Reporting Act. I/we agree to release, defend, indemnify and hold fully harmless MILES and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.

SIGNATURE: _____

Date: _____

Print Name: _____

SIGNATURE: _____

Date: _____

Print Name: _____

Information for: _____
(Your Name)

PROPERTY OWNER / PROJECT INFORMATION

We are looking forward to working with you on this project. Please submit the information noted below and return as soon as possible via fax (253.833.3746) or email (debbied@gravelpits.com). This information is required prior to delivery.

Project Name: _____ Job Number _____
(if applicable)

Property Owner's Name: _____

Owner's Mailing Address: _____

City/ State/ Zip: _____

Job Location Information:

Project Address: _____

County: _____ Parcel#: _____

General Contractor: _____

Address: _____

Construction Loan Information: (for spec builders only)

Lender Name: _____ Branch _____

Account #: _____ Telephone #: _____

Lender Contact: _____

Information provided by: _____

Telephone: _____

Email: _____

If you have any questions, please contact our Credit Manager, Debbie deBoer at 253.833.3705 x 405 or debbied@gravelpits.com.