

PORT ORCHARD

SAND & GRAVEL COMPANY

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 Port Orchard Sand & Gravel Company, Inc. ("POS&G") 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 POS&G will be subject to the following terms and conditions:

1. POS&G 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 POS&G 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 POS&G's 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 POS&G's 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) POS&G 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 POS&G 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 POS&G 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 POS&G has the right to lien and/or a project owner or upper-tier contractor. Customer agrees to release, defend, indemnify and hold fully harmless POS&G and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.
3. Acceptance by POS&G 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 POS&G may be applied to such portion(s) of Customer's unpaid account balance as POS&G deems appropriate.
4. **For all goods sold, and unless otherwise expressly agreed to by POS&G in writing, POS&G 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 POS&G 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 POS&G 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 POS&G 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 POS&G 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 POS&G within ten (10) days after receipt of the applicable Invoice. Customer's sole/exclusive remedy for ANY breach or default on the part of POS&G shall be to require POS&G, at POS&G's sole option, to either (1) refund the purchase price for the goods sold**

PERSONAL GUARANTY

This Personal Guaranty is made by the undersigned to Port Orchard Sand & Gravel Company, Inc. ("POS&G") in order to induce POS&G to extend credit for the sale of goods to Customer and for other valuable consideration.

I/we hereby absolutely and personally guarantee to POS&G the prompt and full payment and satisfaction of ALL amounts, obligations and indebtedness due POS&G 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 POS&G 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 POS&G (and/or any predecessor company of POS&G). 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 POS&G 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 POS&G 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 POS&G's 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 POS&G 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 POS&G 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 email (credit@miles.rocks).
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 Department at 253.833.3705
or email credit@miles.rocks.