

# Tri-State Materials, Inc.

P.O. Box 555, Nuevo, CA 92567 (951) 246-8349 Fax: (951) 246-8369

DATE SENT: \_\_\_\_\_ AGREEMENT AND APPLICATION FOR CREDIT REP: \_\_\_\_\_

**INSTRUCTIONS:** Please print or type. Fill in all spaces and complete by signing where indicated. If a corporation, the signature must be that of an officer. If a partnership this application must be signed by all partners.

Firm Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City & Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Contractor's License: \_\_\_\_\_

Operating as: Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Year Incorporated \_\_\_\_\_

Owner/Officer & Title Social Security No. Residence Address Telephone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date business started: \_\_\_\_\_ Number of employees: \_\_\_\_\_ Annual Sales: \_\_\_\_\_

In present location since: \_\_\_\_\_ Is location owned? \_\_\_\_\_ Leased: \_\_\_\_\_ From Whom? \_\_\_\_\_

Credit line requested: \$ \_\_\_\_\_ Accountants name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Are current periodic statements available for credit purposes? \_\_\_\_\_ Please attach most recent one.

Trade References: Please list at least four of your current major suppliers. (Give only names from on open account.)

Name	Address	Phone No. & Fax No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Name of your bank: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Person to contact: \_\_\_\_\_ Account No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

How do you usually pay your bills: Discount: \_\_\_\_\_ 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

**In consideration of the granting and extension of credit by Seller to the undersigned, it is hereby agreed that the undersigned will promptly pay all sums when due. In the event of nonpayment the undersigned does hereby agree to pay in addition to the principal amount due, actual cost of collection, attorney fees, and interest on past due amount at the rate of 1.5% per month.**

\_\_\_\_\_  
Print or Type Name Signature  
\_\_\_\_\_  
Title

## PERSONAL GUARANTY

**In consideration of the extension or credit by the Seller, herein to Buyer herein, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Seller by Buyer, including collection charges and/or attorneys' fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me/us to Seller. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action-required by any statute, against the buyer. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyer or any other person primarily or secondarily liable with Buyer, shall operate as a waiver of any such right or in any manner prejudiced Seller's right against me/us. I/we agree that in the event of a default at anytime by Said Buyer, Seller shall be entitled to look to me/us immediately for full payment without proper demand or notice.**

Dated this: \_\_\_\_\_ day of: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature Title Signature Title

TRI-STATE MATERIALS, INC.

P.O. Box 555, Nuevo CA 92567

**Payment Terms:** Tri-State Materials, Inc. has payment terms of **Net 30 Days**. This means that Tri-State Materials, Inc. invoices are due and payable **Net 30 Days** from the invoice date without regard to the status of your collections and that Tri-State Materials, Inc. may request for any amount in excess of your Credit Limit. Tri-State Materials, Inc. policy is to issue a **Preliminary Notice on all projects exceeding \$500.00**. In the event, your account status becomes more than (30) days past due a Mechanic's Lien may be filed with the appropriate county recorder's office. The additional protections provided by the Mechanic's Lien process do not change the customer's legal liability to pay promptly.

**Late Charge:** If the customer does not pay within our published payment terms, the customer agrees to pay Tri-State Materials, Inc. a late charge equal to 1.5% per month (not to be compounded) of the amount remaining delinquent. In addition, a \$25.00 service charge shall be added for checks returned for any reason by customer's bank.

**Collections:** In the event of customer's failure to pay its obligations hereunder in a full and timely manner, Tri-State Materials, Inc. shall also have all other rights and remedies available at law or in equity, including without limitation the right to discontinue providing the Product to customer.

**Note:** Tri-State Materials, Inc. specifically reserves the right to use any or all of the following remedies in the course of collecting amount due to Tri-State Materials, Inc.: Preliminary Notice, Mechanic's Lien, and Joint Check Agreements.

**Confirmation:** Tri-State Materials, Inc. acknowledges receipt of the customer's purchase order via a Sales Confirmation which must be signed by the customer and returned to Tri-State Materials, Inc. prior to placing the order into production. It is the customer's responsibility to review the Sales Confirmation to ensure the accuracy of the order. The Sales Confirmation supersedes the customer purchase order.

**General Provisions:** All materials are sold F.O.B. Plant Site of Production. Sale is consummated and title passes to Buyer at the time the materials are loaded for shipment. Buyer bears the risk of any loss, deterioration or damage to the materials from the time of loading with the carrier. Delivery is by California Highway Patrol Licensed carriers. Carriers make deliveries at Buyer's risk and Seller assumes no responsibility whatsoever for damages resulting from such deliveries.

In the event of any controversy regarding the terms, provisions and/ or conditions of this Purchase Order, Tri-State Materials, Inc. shall be entitled to reasonable attorneys' fees (and, if applicable, court and other costs). Customer hereby consents to the jurisdiction of any court located within the Riverside County, State of California, in the event of litigation. All matters affecting the validity, construction, interpretation and enforcement hereof shall be determined by application of the law and procedures of the State of California.

**Acceptance:** As the customer, I acknowledge receipt of the Application Package. By signing the "Agreement and Application for Credit", I agree to manage our account with Tri-State Materials, Inc. in accordance to the terms and conditions contained within these two documents.