



**COMMERCIAL CREDIT APPLICATION**

**MILES SAND & GRAVEL COMPANY / CONCRETE NOR'WEST**

DATE \_\_\_\_\_  
 COMPLETE LEGAL NAME \_\_\_\_\_  
 DBA \_\_\_\_\_  
 NAME OF PARENT CO (if applicable) \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 ZIP CODE \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 ZIP CODE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_ CELLULAR \_\_\_\_\_  
 PAGER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

CONTRACTORS LICENSE NUMBER \_\_\_\_\_  
 FEDERAL TAX ID# \_\_\_\_\_  
 BONDING COMPANY \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS LICENSE NUMBER(UBI NO.) \_\_\_\_\_  
 WOULD YOU LIKE US TO TAX YOUR ACCOUNT \_\_\_\_\_ YES \_\_\_\_\_ NO

(If no, please complete the attached resale certificate)

PLEASE INDICATE YOUR BUSINESS STRUCTURE:  
 \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP  
 \_\_\_\_\_ SOLE PROP. \_\_\_\_\_ LIMITED LIABILITY CO.

**NAMES OF CORPORATE OFFICERS, MEMBERS, PARTNERS OR OWNERS**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ HOW LONG IN BUSINESS \_\_\_\_\_  
HAVE YOU EVER FILED BANKRUPTCY? \_\_\_\_\_  
IF YES, PERSONAL OR BUSINESS? \_\_\_\_\_ YEAR \_\_\_\_\_

NAME OF BANK \_\_\_\_\_ BRANCH \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TRADE REFERENCES:

\_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
\_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
\_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
\_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

**ACCOUNT AGREEMENT**

Customer warrants the above information to be true and accurate. Customer applies to Miles Sand and Gravel Company 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 Sand and Gravel will be subject to the following terms and conditions:

1. Miles Sand and Gravel 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 finance charge (or delinquent charge) at the Annual Percentage Rate of eighteen-percent (18%) (1.5% per month). Customer agrees to pay all attorneys' fees, costs, collection agency costs/fees and expenses incurred by Miles Sand and Gravel Company relating to this Agreement and/or any default hereunder. Miles Sand and Gravel Company shall charge a \$25.00 fee for all returned or "NSF" checks. At the option of Miles Sand and Gravel Company, venue of any lawsuit relating to this Agreement may be laid in King County, 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 Sand and Gravel Company'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) Miles Sand and Gravel Company 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 Sand and Gravel Company 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 Sand and Gravel Company 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 Sand and Gravel Company has the right to lien. Customer agrees to release, indemnify and hold harmless Miles Sand and Gravel Company 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 Sand and Gravel Company 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 Sand and Gravel Company may be applied to such portion(s) of Customer's unpaid account balance as deemed appropriate.

4. **For all goods or materials sold, MILES SAND AND GRAVEL COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no circumstance shall Miles Sand and Gravel Company be liable for SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES of Customer or claims of any third party against Customer (pass-through claims). Customer agrees to release/waive any claims against Miles Sand and Gravel Company for any damage to Customer's real or personal property caused by or relating to delivery of the goods or materials. Customer further agrees to defend and hold Miles Sand and Gravel Company harmless for any damage to the real or personal property of Customer or third parties caused by or relating to delivery of the goods or materials. 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 or materials shall be WAIVED by Customer unless made in detailed writing to Miles Sand and Gravel Company within fourteen (14) days after delivery (or Customer pickup) of the goods or materials. All claims of Customer relating to alleged pricing errors shall be WAIVED by Customer unless made in detailed writing to Miles Sand and Gravel Company within ten (10) days after receipt of the applicable Invoice. Customer expressly and knowingly WAIVES the right to a jury trial on any issues relating to this Account Agreement.**

5. Customer agrees to notify Miles Sand and Gravel Company, 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 Sand and Gravel Company 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 Sand and Gravel Company's sole discretion. Customer agrees that any line of credit desired or approved is not a limitation of liability, and Customer further agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

6. This Account Agreement supersedes and replaces all prior written and oral agreements, representations and understandings between Miles Sand and Gravel Company 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 purchase order different from the terms of this Account Agreement will become part of any agreement between the parties unless specifically approved in writing by Miles Sand and Gravel Company. 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 or photocopied Account Agreement shall be as valid as the original. Customer agrees that all sales herein are commercial, non-consumer, sales.

7. If Customer's application for business credit is denied, it has the right to a written statement of the specific reasons for the denial. Miles Sand and Gravel Company 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, Equal Credit Opportunity, 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 \_\_\_\_\_  
TITLE \_\_\_\_\_

**PERSONAL GUARANTEE**

This Personal Guarantee is made by the undersigned to Miles Sand and Gravel Company in order to induce Miles Sand and Gravel Company to extend credit for the sale of goods and/or materials to Customer.

I/we hereby absolutely and personally guarantee to Miles Sand and Gravel Company the prompt and full payment of ALL amounts, obligations and indebtedness due Miles Sand and Gravel Company from Customer. This Personal Guaranty further extends to, and guarantees prompt and full payment of all late charges, interest, expenses, collection costs/fees, attorneys' fees and post-judgment costs and attorneys' fees incurred by Miles Sand and Gravel Company by reason of default of Customer and/or default of guarantor(s). This Personal Guarantee is a continuing, primary and unconditional personal obligation and covers all existing and future obligations and indebtedness of Customer to Miles Sand and Gravel Company (and/or any predecessor company of Miles Sand and Gravel Company). I/we hereby waive notice of default, non-payment and notice thereof. I/we consent, and therefore this Personal Guarantee applies, to any modification or renewal of Customer's agreement with Miles Sand and Gravel Company 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 Guarantee. 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 Guarantee remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of Customer. This Personal Guarantee shall be binding on my/our heirs, executors, personal representatives and assigns. I/we waive any rights I/we may have to require Miles Sand and Gravel Company to proceed against Customer or pursue any other remedy prior to enforcing this Personal Guarantee. 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 Guarantee shall be governed by the laws of the State of Washington. At Miles Sand and Gravel Company's discretion, venue for any lawsuit may be laid in Pierce County or King County, Washington. To assist Miles Sand and Gravel Company 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.

SIGNATURE \_\_\_\_\_  
Print Name \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Print Name \_\_\_\_\_