

1404 S. 7th Street
San Jose, CA 95112



Office: (408) 947-0669
Fax: (408) 947-0434

APPLICATION FOR CREDIT AND CREDIT AGREEMENT

Application must be filled out completely. Type or print clearly. Please return to the credit manager immediately to avoid any delay in dispatching your order.

A. APPLICANT INFORMATION ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ LLC/P

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

Phone: _____ Fax: _____ Cell: _____

EIN: _____ Email: _____

Years in Business Under this name: _____ Contractor License No. _____

Sales Tax Exempt: ☐ Yes ☐ No Resale #: _____ (Provide Resale Card)

B. TRADE REFERENCES: (Will Not Process Without Trade Reference Fax No. or Email)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

ACCOUNT NUMBER: _____ Date Opened: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

ACCOUNT NUMBER: _____ Date Opened: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

ACCOUNT NUMBER: _____ Date Opened: _____

C. BANK REFERENCES

Bank Name: _____ ☐ Checking ☐ Savings

Name on Account: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Bank Name: _____ ☐ Checking ☐ Savings

Name on Account: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

D. IF THE BUSINESS IS A SOLE PROPRIETORSHIP OR PARTNERSHIP, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR EACH OWNER OR PARTNER.

Name: _____

Residence Address: _____

Phone: _____ SSN: _____

DLN: _____ DOB: _____

E. IF THE BUSINESS IS A CORPORATION OR LLC, PLEASE PROVIDE THE FOLLOWING INFORMATION.

PRESIDENT: _____

Residence Address: _____

Phone: _____ SSN: _____

DLN: _____ DOB: _____

SECRETARY: _____

Residence Address: _____

Phone: _____ SSN: _____

DLN: _____ DOB: _____

TREASURER: _____

Residence Address: _____

Phone: _____ SSN: _____

DLN: _____ DOB: _____

MAJORITY SHAREHOLDER: _____

Residence Address: _____

Phone: _____ SSN: _____

DLN: _____ DOB: _____

F. HAS APPLICANT, ANY OFFICER, PARTNER OR OWNER EVER FILED FOR BANKRUPTCY?

☐ Yes ☐ No IF YES: Name of Debtor: _____

Case No: _____ Date Filed: _____ Date of Discharge: _____

CREDIT TERMS AND CONDITIONS

This Agreement is entered into between Sandman, Inc., dba Star Concrete ("Star") and Applicant. Applicant agrees to the following terms and conditions in consideration for Star extending credit to Applicant.

1. Applicant agrees to make timely payment in full for all materials and services charged to Applicant's account by or on behalf of Applicant. Charges **on behalf of** Applicant shall include charges by individuals with actual, apparent, implied, or ostensible authority who charge to Applicant's account. Applicant agrees the account balance is due and payable by the 25th of the month following the invoice date ("Due Date"). Any balance not paid on or before the Due Date is subject to a finance charge of 1.5% per month, in addition to any statutory fees and penalties that may apply. Applicant agrees Star may require payment of all or a portion of the account balance by a property owner or agent thereof by check payable jointly to Star and Applicant ("Joint Check"). In the event Applicant's account is past due or if at any time, in the sole opinion of Star, the financial responsibility of Applicant becomes impaired or unsatisfactory, Star may, in Star's sole and absolute discretion, require cash payment at time of delivery, suspend all sales to Applicant, close Applicant's credit account, and/or declare the entire balance of Applicant's credit account immediately due and payable, without prior notice or demand. Applicant waives any and all claims, causes of action and damages arising from any such action of Star. Applicant authorizes and consents to Star applying all payments and credits as follows: first to collection costs and fees, if any; second to interest accrued; and third to such unpaid invoice amounts as Star shall, in its sole discretion, determine the remedies of Star described herein are not exclusive.
2. A discount in the amount of \$1.00 per yard will be allowed only if cash payment is received by the 10th day of the month following the invoice date and if no prior invoices are past due.
3. Applicant agrees Star may issue a 20-day preliminary notice for material and services charged to this account. Applicant shall provide Star with complete and accurate information for the purpose of preparation and service of each 20-day preliminary notice. Should Applicant fail to provide such information, Star will obtain all necessary information and charge Applicant a research fee for such. The research fee shall be charged at the current rate. Star may withhold or cancel delivery of materials and services in the event Applicant fails to provide the 20-day preliminary notice information within 48 hours after Star's initial request.
4. Applicant hereby authorizes Star, or any credit bureau or other investigative agency employed by Star, to investigate any reference or other data obtained from Applicant or from any other person pertaining to Applicant's credit and financial responsibility. Applicant waives any and all rights it has or may have to recover damages, for any reason whatsoever, arising out of such investigation and from said sources of information. Without limiting the foregoing, Applicant authorizes Star to obtain a written or oral credit report from any reporting agency. Applicant further authorizes any bank or commercial business with which Applicant is doing or has done business to provide Star with all information regarding Applicant. Applicant further authorizes Star to reinvestigate Applicant's credit from time to time, as Star deems necessary in its sole and absolute discretion. Star reserves the right to limit or terminate any extension of credit to Applicant in Star's sole and absolute discretion.

5. Applicant will immediately advise Star in writing by certified mail at 1404 S. 7th Street, San Jose, CA 95112 within 10 days of any change which occurs, or which Applicant anticipates will occur, with respect to any of the information contained herein, which could reasonably affect Applicant's ability to pay, and until Star's receipt of such new information, Applicant represents and warrants that Star may continue to rely on the information herein. Applicant will immediately advise Star in writing by certified mail at 1404 S. 7th Street, San Jose, CA 95112 of any actual or anticipated change in Applicant's form of business organization, principals or authorized agent; provided, however, no such change shall be effective between the parties without Star's explicit written acceptance thereof, which may be withheld in Star's sole and absolute discretion.
6. Applicant agrees to immediately pay to Star upon demand, any and all court costs, actual attorney's fees, recording fees, costs, expenses or charges incurred by Star in enforcing the terms of this Agreement, collecting or attempting to collect money from Applicant, or enforcing or defending or prosecuting any claim against bonding companies or disbursing officers, or claims based on mechanic's liens, stop notices, or payment bonds. Applicant waives any defense regarding any applicable Statute of Limitations or failure by Star to accurately list all property owners, suppliers, bonding companies, sureties, construction lenders, subcontractors, contractors, etc., upon any Preliminary or other notice.
7. When an action is commenced to collect a charge to this account or to enforce the terms of this Agreement, the prevailing party shall be entitled to its cost of suit, including reasonable attorney's fees and expert witness fees together with costs and fees incurred at appellate proceedings.
8. This Agreement is binding upon Applicant, its successors and assigns. The terms and conditions of this Agreement shall not be modified by the parties, except as may be expressly set forth in a written agreement signed by the parties specifically referencing this Agreement. This is the entire agreement between Star and Applicant with respect to the matters addressed herein. Leniency or forbearance by Star with respect to any term or condition of this Agreement is not a waiver of that term or condition. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. The parties select Santa Clara County, California as the proper and sole venue for any action filed to enforce, construe or interpret this Agreement.
9. Applicant agrees that the manufacture of concrete for delivery to Applicant constitutes acceptance of the terms and conditions set forth on the weigh master certificate/delivery ticket, which are incorporated herein by reference.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. The undersigned certifies that all information in this Application is true, correct, and complete, that they read, understand, certify and agree to all terms set forth herein and that they are principals or duly appointed individuals with full authority to execute this Agreement on behalf of Applicant. **THE UNDERSIGNED ACKNOWLEDGES THEY HAVE READ THE ENTIRE AGREEMENT AND AGREES TO BE BOUND BY IT.**

I declare that the foregoing is true and correct.

Date: _____

By: _____ Title: _____
Print your name Owner / Officer / Partner

Signature: _____

GUARANTEE

This guarantee is made for the benefit of, and to obtain credit on a continuing basis for Applicant. The undersigned, collectively called "GUARANTOR", as a material inducement to and in consideration of STAR granting credit, hereby personally guarantee, jointly and severally, that Applicant shall perform all of the provisions of this APPLICATION FOR CREDIT AND CREDIT AGREEMENT during the entire term and any extensions thereof, including but not limited to, the payment of all debt arising out of the extension of credit to Applicant, to the payment of all present and future indebtedness, secured and unsecured, without regard to how the indebtedness was incurred, without receipt of prior notice, demand or pursuit of remedies against the party liable and whether or not the obligation was altered or extended. This guarantee shall continue in effect, even if Applicant sells, exchanges or closes or otherwise transfers Applicant's business to any third party, until the undersigned and Applicant have notified Star in writing, via certified mail, of their intent to cancel the guarantee. The cancellation shall have no effect on any obligation arising prior to the cancellation date, which for purposes of this guarantee shall be treated as being seven days subsequent to the date Star receives the notice of cancellation via certified mail. The undersigned agree to pay all costs, expenses and reasonable attorney's fees incurred in the enforcement of this continuing guarantee, and/or in the enforcement of any obligations resulting from the extension of credit to Applicant, including but not limited to the collection of any past due indebtedness, whether or not suit is filed. The undersigned waive any and all rights requiring Star to proceed against Applicant, proceed against or exhaust any security that Star holds from Applicant, pursue any other remedy in Star's power, demand for performance, notices of protests, notices of dishonor, Statute of Limitations or Laches, reimbursement, presentment, subrogation or indemnification from Applicant arising from or related to this personal Guarantee, performance of obligations hereunder, or payments made to Star pursuant to this Guarantee. This personal guarantee is material to this credit application and Star reserves the right to close Applicant's account upon termination of any guarantee.

Date: _____

By: _____ Title: _____
Print your name Guarantor

Signature: _____