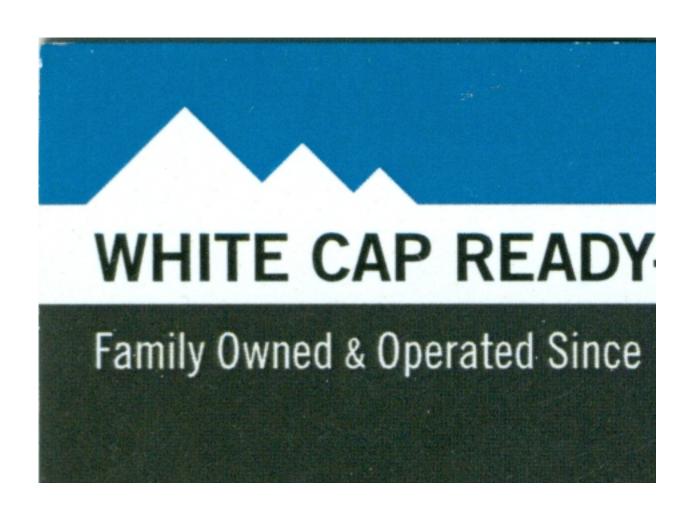
Get A Load of This!!!

73880 State Route 70, Portola, CA 96122 (530)832-4225 FAX (530)832-5847



CREDIT APPLICATION AND AGREEMENT <u>APPLICANT</u>

Firm Name	
	Date

Mailing Address Phone#	
Street Address FAX#	
City State _	Zip Email
Years In Business Contr.Lic.# Resale#	
() Corporation () Partnership () Indivi	idual () Sole Proprietor
PRINCIPAL OWNERS	
Name	Name
Mailing Address	Mailing Address
Street Address	Street Address
City State Zip State Zip	
S.S.# DOB	_ S.S.#
BANK REFERENCES	
1 Branch Acct# Address	

2 Acct#		Branch		
	Acct#			Address
TRADE REFERENCE				
Vendor Name and Address Use Only	Phone #	FAX		Office
Balance Pays		Open	Terms	High
1				
2				
3				
	_			
4				
	_			

The company to whom this application is made or any credit bureau or investigative agency employed by such

company, is hereby authorized to investigate any referees herein listed or statements or other data obtained from applicant or any other person pertaining to applicant's credit and financial responsibility. "The terms on the reverse side of this application are an integral part of this application and agreement".

Signature	_ Title
Date	
Print name of person signing	

White Cap Ready-Mix, Inc.

CREDIT APPLICATION AND AGREEMENT

In consideration of the processing by White Cap Ready-Mix, Inc. (hereafter "Seller") of this application, and/or the extension of any credit to applicant and/or the making of any sale to applicant subsequent to signing of this document by applicant, applicant (hereafter "buyer:) agrees as follows:

- 1. Terms of credit sales shall be 2% 10th/Net 30th.
- 2. Interest shall accrue, on amounts not paid when due, at the rate of 18% per annum or at the maximum rate permitted by law.
- 3. In the event of a lawsuit to collect amounts not paid when due, the prevailing party shall be entitled to recover costs of suit and reasonable attorneys' fees. In the event a lawsuit is commenced, and Buyer should want to pay off the amount in full prior to judgement, Seller shall, in addition to principal and interest, be entitled to attorneys; fees and costs of suer incurred to that point.
- 4. In the event a check is given ad payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions of paragraphs 2 and 3 shall be applicable in regard to the indebtedness represented by the check.
- 5. Buyer agrees fully and promptly to furnish to Seller information needed or requested by Seller for proper filling out and service of a preliminary twenty day notice under the mechanic's lien laws.
- 6. In addition to any other security given to Seller or that Seller may have, Buyer, to the extent of any monies due for materials furnished by seller to buyer to or for a particular project, assigns to Seller any mechanic's lien, stop notice, bond claims or rights that Buyer has or may have in regard to such project under the

mechanic's lien laws pertaining to public or private construction, or against contract proceeds or retainages payable to buyer in regard to such project. Seller agrees, upon Buyer's request, to execute documents and perform any acts necessary or appropriate to perfect or pursue such claims or rights or to permit Buyer to perfect or pursue such claims or rights whether in Seller's name or otherwise. Buyer shall reimburse seller reasonable legal expenses, including attorneys' fees, if incurred by Seller in pursuit of such claims or rights.

7. The person filling out this application declares under penalty of perjury that information provided herein by applicant is true and correct.

Signature _		Title
	Date	_