

CREDIT APPLICATION

Account Number:

arsacramento@bordercorp.com p/916-361-1300 f/916-361-1386

Company's Full Legal Name				Phone Number:	
Mailing Address		Street	City	State	Zip
Delivery Address If Different		Street	City	State	Zip
Year Business Started:		If Business Is A Corporation: State of Incorporation:		Date of Incorporation:	
Business Type:				Federal ID Number:	
<input type="checkbox"/> Corporation <input type="checkbox"/> S Corp <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other				Are you a reseller? (please attach resale certificate, if applicable):	
If Business is Subsidiary/Division		Name of Parent Company:		Address:	
Purchasing Agent:		Name:		Purchase Orders Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		E-mail Address:			
		Cell/Phone Number:		Contractor's License #:	
Accounts Payable Contact:		Name:		How do you wish to receive your invoices? <input type="checkbox"/> E-Mail Email address or Fax Number to be used? <input type="checkbox"/> Mail	
		E-mail Address:			
		Direct Phone/Cell Number:			

TRADE/SUPPLIER REFERENCES

Company	Company	Company
Street	Street	Street
City, State, Zip	City, State, Zip	City, State, Zip
Phone	Phone	Phone
Fax	Fax	Fax
Email Address:	Email Address:	Email Address:

BANK REFERENCE

Bank	Officer Name	
Street	Account Number	<input type="checkbox"/> Loan <input type="checkbox"/> Checking
City, State, Zip		<input type="checkbox"/> Savings <input type="checkbox"/> Other
Phone	Fax	Account Number
		<input type="checkbox"/> Loan <input type="checkbox"/> Checking
		<input type="checkbox"/> Savings <input type="checkbox"/> Other

OWNER/OFFICER/PARTNER INFORMATION

Name	Name	Name
Title	Title	Title
Street	Street	Street
City, State, Zip	City, State, Zip	City, State, Zip
Home Phone	Home Phone	Home Phone
Social Security Number	Social Security Number	Social Security Number

The Applicant (hereinafter referred to as "Customer"), requests that Advantage Construction Supply & Spec West Concrete Systems (hereinafter referred to as "Advantage Spec West Construction Supply"), sell, rent, service and repair goods and equipment on account in consideration of which the Customer and Advantage Spec West Construction Supply agree as follows:

Customer authorizes Advantage Spec West Construction Supply to investigate its credit history by obtaining consumer reports, personal credit reports on the officers/owners and to make direct inquiries of businesses where customer has accounts. Customer further authorizes Advantage Spec West Construction Supply to exchange their credit experience with credit bureaus and other creditors wherein Advantage Spec West Construction Supply believes are doing business with customer in accordance with the Federal Fair Credit Reporting Act.

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by Advantage Spec West according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1.5% per month of the customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the customer's outstanding balance. Advantage Spec West may change the interest rate by giving the customer 30 days prior written notice. The new interest rate shall apply only to the balance on the account 30 days from the date of said notice. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law.

If the Customer fails to pay pursuant to the terms of this agreement and Advantage Spec West elects to take legal action to collect this Account, the Customer shall pay all costs incurred by Advantage Spec West including, but not limited to: Attorney fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The Customer assigns as security for any indebtedness incurred or to be incurred to Advantage Spec West under this account all of the Customer's presently owned and existing and hereafter acquired and arising: accounts, accounts receivables, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing Collateral and appoints any representative of Advantage Spec West as its attorney in-fact to sign and file a UCC-1 financing statement to perfect the security interest. This transaction shall be governed by the State of Arizona. The Customer waives any right to a jury trial and right to file a counter-claim, and any action to enforce this agreement.

Advantage Spec West may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. Advantage Spec West may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement.

If any check sent to Advantage Spec West in payment of Customer's account is returned unpaid by Customer's bank for any reason, Advantage Spec West may charge Customer a reasonable processing fee. If Customer sends a check that is noted as payment in full or settlement in full, Advantage Spec West may return the check within 90 days of cashing it and under no circumstance will a payment in full of settlement in full check be allowed except pursuant to a separate written agreement. Otherwise, it will be presumed that the full payment check was tendered in bad faith and will not be accepted as full settlement.

Any claims of errors or discrepancies in an invoice must be submitted to Advantage Spec West Corporate Office at **10054 Mills Station Rd, Sacramento, CA 95827** or by **email, to arsacramento@bordercorp.com**, within 30 days of invoice date. Otherwise, all such objections are deemed waived and the account will become stated. Customer agrees to pay restocking fees on all eligible returns. Customer agrees that returns are not accepted for all special orders.

The customer authorizes any of its employees it sends to Advantage Spec West to deliver or pick up equipment or materials, for purchase, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the Customer directs Advantage Spec West to deliver any material and equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes Advantage Spec West to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. Advantage Spec West use of a purchase order number is for the customer's convenience and identification only. This agreement and Advantage Spec West General Sales/Rental (Leased) Agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or right to possession of the items charged.

If the customer is not a corporation, or there is a change of ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail - Return Receipt Requested, to Advantage Spec West. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered, and (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives Advantage Spec West written notice by Certified Mail - Return Receipt Requested within ten (10) days of delivery, the Customer waives any claim he may have against Advantage Spec West for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

The customer shall indemnify and hold Advantage Spec West harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operating, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

This application and any attachments are strictly confidential and will be used solely by Advantage Spec West. It is not, however, to be construed as a granting of open account terms, as this decision is reserved by Advantage Spec West. Permission is hereby given by the undersigned to Advantage Spec West, to contact any firm or individual regarding information deemed necessary to arrive at a credit decision. As previously stated in this agreement, if Customer fails to pay any indebtedness to Advantage Spec West when due, Advantage Spec West may declare the entire balance of all indebtedness in default. In this event, upon notice to the customer, Customer agrees to pay standard interest or late charges plus reasonable collection costs and attorney fees incurred by Advantage Spec West.

The financial statements are certified to be true and correct and are submitted in support of, and as part of, the application for credit made herein.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not affect the remaining valid portions thereof. Advantage Spec West failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of the agreement.

I/we have read and agree to all the terms and conditions of this agreement.

Applicant's Signature(s)

Title

Date

Printed Name

For good and valuable consideration, the undersigned guarantor(s) (The "Guarantor(s)") jointly, severally and unconditionally guarantee to Advantage Spec West and its successors and assigns the full and punctual performance by the Company of all the terms and conditions and contract documents constituting the agreement between Advantage Spec West and the Company and payment of all indebtedness of the Company to Advantage Spec West. Any undersigned guarantor who is married, expressly represents that spouse, for the purposes described herein, so as to bind their marital community. Any act of Advantage Spec West consisting of a waiver of any such terms or conditions or modification thereof or the granting of indulgences or extensions of time to the Company, may be done without notice to the undersigned and without releasing the obligations of the Guarantor(s) hereunder. The liability of the Guarantor(s) shall not be affected by the discharge or modification of the liability of the Company in bankruptcy, any disability, or other defense of the Company, or the cessation from any cause whatsoever of the liability of the Company. The Guarantor(s) hereby subordinate any liability or indebtedness of the Company now or hereafter held by the Guarantor(s) to the obligations of the Company to Advantage Spec West. The Guarantor(s) jointly and severally agree to pay any reasonable legal fees, interest accrued, and other expenses incurred by Advantage Spec West in enforcing the debt of the Company and/or this Guarantee. This is intended to be an is a Continuing Guaranty and shall not be revoked except by written notice to Advantage Spec West, by registered/certified mail with return receipt request.

Signed, SELF	
Print Name	Date:
Personal Address	
SSN #	Phone

Signed, SPOUSE	
Print Name	Date:
Personal Address	
SSN #	Phone