



5595 Byron Hot Springs Road, Byron CA. 94514

CREDIT APPLICATION

Company Name Phone # Fax #

Street Address City State Zip

Billing Address City State Zip

Type of Business Years in Business

Principal place of business: owned, rented, leased

State of Partnership Sole-Owner NLC

Officers/Partners/Owners:

Title SS # Title SS # Title SS #

Has applicant or any owners, partners, officers or directors ever filed a voluntary petition of bankruptcy, been adjudged bankrupt or made an assignment for the benefit of creditors? Write "yes" or "no". If yes, explain below:

Corp. Authorized Agent Title Phnr.

Insurance Agent Phnr. Fax #

Purchase Order Required? Job Number Required? A/P Contact

Names of Individuals authorized to charge against this account: A/P Email

1. 2. 3.

Contractors License # Percent of work performed: Residential % Commercial %

How do you normally pay your invoices (check one)

within 30 days when job pays but not over 60 days other (explain)

Trade References

Trade Name Phone # Fax #

Trade Name Phone # Fax #

Other Trade Name Phone # Fax #

Other Trade Name Phone # Fax #

Terms are net 30 days due 30 days after invoice date.

I/We agree to pay late payment charges in the amount of 1.5% per month on all invoices exceeding 60 days past due. In the event this account is turned over to an attorney or other agency for collection, or a suit is brought on this account, or this account is collected through any judicial proceeding whatsoever, I/We agree to pay all reasonable attorney fees and court costs incurred by Byron Crushing & Grinding Services. In the event it becomes necessary to institute litigation, litigation shall be brought in the courts of the county of Contra Costa and/or Alameda, in the state of California.

All business conducted with Byron Crushing & Grinding has specific terms and conditions associated with each transaction. An electronic submitted credit application is considered as the original. Byron Crushing & Grinding Services will provide specimens of each of these documents for reference upon request and makes these terms and conditions readily available for review on the invoice, contract or agreement relating to the transaction. I/We agree to be bound by the terms and conditions set forth by Byron Crushing & Grinding Services, and any other agreements or contracts for which we transact business with Byron Crushing & Grinding Services. The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into this credit application terms and conditions. I authorize Byron Crushing & Grinding Services or its assignees to check references, bank accounts and credit information.

Owner/Officer signature Title Date

Print Name

PAYMENT TERMS ARE NOT "PAID WHEN PAID". YOU AGREE TO PAY INVOICES PER THE ABOVE TERMS. THANKS!

PERSONAL GUARANTY OF BUSINESS CREDIT For value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to Byron Crushing & Grinding Services or any of its affiliates even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above Terms and Conditions

for twenty years after the date immediately below, unless prohibited by State Law, in which case the maximum liability under this agreement will be \$100,000 and for a maximum of 5 years. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Byron Crushing & Grinding Services. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees equal to 25% of the amount of the outstanding indebtedness, after default by the undersigned hereunder. Each of the undersigned authorizes Byron Crushing & Grinding Services to check the undersigned's credit and employment history from time to time and to obtain one or more consumer reports regarding the undersigned.

Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name of Person Signing \_\_\_\_\_

Signature of Individual Guarantor Social Security # \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name of Person Signing \_\_\_\_\_

Signature of Individual Guarantor Social Security # \_\_\_\_\_

(A facsimile version of this application will be considered as the original)

END PAGE 2 of 2