

2007 Westport Rd
PO Box 600
Aberdeen, WA 98520
www.brumfieldinc.com



Licensed and Bonded
BRUMF-CL-114-K4
State Pit ID: AS-J-69

Office Use Only

Customer ID: _____

Credit Limit: _____

Approved by: _____

Account Set up: _____

Date: _____

Rock Credit Application

I am applying for: **Delphi Quarry (Thurston County)** OR **Kirkpatrick Pit (Grays Harbor County)**

Rock Delivery Only

Type of Account: **Company** **Individual**

Primary Account Information

Customer / Business Name: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Federal Tax ID or SSN: _____

Primary Business Activities: _____

Check physical and mailing addresses are the same.

Physical Address: _____

City: _____ State: _____ Zip: _____

Primary Contact Information:

Name: _____

Direct Phone: _____

Direct Email: _____

Company Title: _____

Billing Information / Accounts Payable

Check if the same as primary contact

Accounts Payable Contact Name: _____

Phone: _____

Email for Invoicing: _____

Please note: Invoices are sent via email unless otherwise specified, once per week, for the previous week / delivery.

Exempt from Sales or Use Tax?: **No** **Yes** (If yes, attach a Resale Certificate)

Reseller Permit Number: _____ Expiration Date: _____

You are responsible for providing updated reseller permits. All sales are taxable unless valid reseller permit is received.

Credit Reference

Company Name: _____ Account Number: _____

Phone Number: _____ Email: _____

Company Name: _____ Account Number: _____

Phone Number: _____ Email: _____

Company Name: _____ Account Number: _____

Phone Number: _____ Email: _____

I authorize the above business references to give any and all necessary information to you which will assist you in your credit inquiry. I release any claim I have for breach of contract or invasion of privacy because of information furnished. This application is given for the purpose of obtaining credit.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Terms and Conditions / Personal Guarantee: READ THIS SECTION CAREFULLY

1. All invoices are due and payable upon receipt. Accounts delinquent after 30 days will be charged 1.5% per month service charge on all past due amounts.
2. Statements will be sent by mail for any outstanding payments at the first of the month.
3. Payment can be made via mailed check or credit card through our main office. Payments on credit accounts are not to be made at the rock locations.
4. Brumfield Construction, Inc. is not a lending institution; this is not a revolving account. Account holder agrees to pay its account in full.
5. Limited Warranty – All material is sold 'as is'. Seller warrants that product conforms to the seller's specifications as of the date of delivery. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

Buyer Signature: _____ Print Name: _____ Date: _____

Applicant/Buyer has requested goods and services on credit from Creditor. Owing to the Applicant/Buyer's financial condition and/or other factors, Creditor is unwilling to extend or to continue to extend credit to the Applicant Buyer without the Personal Guaranty of Having a financial interest in the Applicant/Buyer and expecting to benefit from such credit, the Guarantor is willing to furnish this Personal Guaranty. In order to induce Creditor to extend credit to the Applicant/Buyer and for good and valuable other consideration, the Guarantor agrees as follows. **1. Unconditional Guaranty.** The Guarantor hereby unconditionally and irrevocably guaranties to Creditor the punctual payment of all indebtedness, obligations, and liabilities, whether now existing or hereafter incurred, (the "Guaranteed Obligations") of the Applicant/Buyer to Creditor. **2. Guaranty of Payment; Waiver of Defenses, Etc.** This Guaranty is a guaranty of payment and not of collection. This Guaranty is an absolute and independent obligation of the Guarantor, and Guarantor therefore waives any right to require that any action be brought against the Applicant/Buyer, another guarantor or any other person or entity which is liable for all or any part of the Guaranteed Obligations, or to require that resort be had at any time to any security for the Guaranteed Obligations or to any right of setoff or similar right. The Guarantor's obligations hereunder shall be payable on demand and shall be absolute and unconditional irrespective of (and the Guarantor hereby expressly waives any defense or claim of discharge based on): (i) the alteration or modification from time to time (whether material or otherwise) of the Guaranteed Obligations, including the date, time, and place of payment, an increase or decrease in the rate or rates of interest accruing on the Guaranteed Obligations, the period during which the Guaranteed Obligations may be made, the amount of the Guaranteed Obligations; (ii) the waiver by Creditor of the Applicant/Buyer's compliance with any of the terms and conditions of the Credit Agreement or other contracts; (iii) the forbearance by Creditor from exercising any right or remedy it may have under the Credit Agreement or under law; (iv) any inability, failure, neglect or omission to obtain, perfect, maintain, enforce, or realize upon any collateral for the Guaranteed Obligations, or to pursue or obtain any deficiency judgment against the Applicant/Buyer following any foreclosure of any security interest, mortgage or deed of trust; (v) the loss or impairment of any collateral, the subordination or release of Creditor's lien thereon, or the sale, pledge, surrender, exchange or substitution of any collateral; (vi) Creditor releasing, waiving, discharging, or modifying the obligations of one or more other guarantors (whether a party hereto or to a separate agreement with Creditor); (vii) the acceptance by Creditor of any partial payment on the Guaranteed Obligations or any collateral therefor, or Creditor settling, subordinating, compromising, discharging, or releasing the Guaranteed Obligations or any collateral therefor; (viii) the enforceability of the Credit Agreement; (ix) any defenses or counterclaims assertable by the Applicant/Buyer, including any defense or counterclaim based on failure of consideration, fraud, statute of frauds, bankruptcy, statute of limitations, lender liability, and accord and satisfaction; (x) any setoff, counterclaim, recoupment or similar right assertable by the Applicant/Buyer, the Guarantor, or other guarantor (whether a party hereto or to a separate Guaranty); or (xi) any other circumstance which constitutes a legal or equitable discharge of a guarantor or surety. This Guaranty shall continue in full force and effect until five business days after written notice of termination shall have been received by Creditor. Notwithstanding the foregoing, such notice of termination shall not be effective as to any Guaranteed Obligations existing prior to the effective date of termination. **3. Subordination and Subrogation.** The Guarantor agrees that all indebtedness and other obligations of the Applicant/Buyer (now existing or hereafter incurred) to the Guarantor are and shall be subordinated in right of payment to the prior payment in full by the Applicant/Buyer of its obligations to Creditor under the Credit Agreement. During the existence of a default under the Credit Agreement, no payments by the Applicant/Buyer shall be accepted by the Guarantor with respect to such subordinated obligations and, if any such payments are received by the Guarantor, the payments shall be held in trust and promptly turned over to Creditor. **4. Recovery of Payment.** If any payment received by Creditor and applied to the Guaranteed Obligations is subsequently set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Applicant/Buyer or the Guarantor), the Guaranteed Obligations to which such payment was applied shall for the purposes of this Guaranty and all instruments or documents executed in connection herewith or securing the Guarantor's obligations hereunder, be deemed to have continued in existence, and this Guaranty shall be enforceable as to such Guaranteed Obligations as fully as if such applications had never been made. **5. Attorney Fees and Costs.** Guarantor shall be responsible for all collection costs and attorney's fees incurred in collecting the Guaranteed Obligations if the Guarantor does not satisfy the Guaranteed Obligations in full immediately upon demand by Creditor.

Personal Guarantor: Signature: _____ Print Name: _____

Home Address: _____ Home Phone Number: _____

Social Security #: _____ Date of Birth: _____ Date: _____