



CREDIT APPLICATION AND AGREEMENT

Cust. Code _____ (For BST Use Only)

Name of Applicant: _____

Physical Address: _____ City: _____ State: _____ Zip: _____
Street Number and Name

Billing Address: _____ City: _____ State: _____ Zip: _____
Street Number and Name
(If different from above)

Phone Number: _____ FAX: _____ Contact Mobile Phone: _____

Purchasing Contact: _____ Contact Email Address: _____

Do You Require: Purchase Orders? _____ Job Names or Numbers? _____ Purchaser Name? _____

Business Information

Principal Activities: _____ Tax ID/SSN _____

Contractor's License No: _____ Web Address: _____

Form of Org: Proprietorship _____ Partnership _____ LLC _____ Corporation _____ State of Incorporation _____

Date Established: _____ Years Under Present Ownership / Management: _____

Sales Tax Exempt? _____ If yes, please enclose Resale Certificate Premises: Owned Rented
(Circle One)

Information on Owners, Officers, Shareholders or Partners
Attach Separate Sheet(s) for Additional Information on Officers and Partners

- 1. Name: _____ Title: _____ SSN: _____
Address _____ City: _____ State: _____ Zip: _____
Date of Birth: _____ Email Address: _____ Percent Own: _____
2. Name: _____ Title: _____ SSN: _____
Address _____ City: _____ State: _____ Zip: _____
Date of Birth: _____ Email Address: _____ Percent Own: _____
3. Name: _____ Title: _____ SSN: _____
Address _____ City: _____ State: _____ Zip: _____
Date of Birth: _____ Email Address: _____ Percent Own: _____

Bank Information

Attach Separate Sheet(s) for Additional Loans or Bank Contacts

Bank Name: _____ Contact: _____ Account Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Trade References

- 1. Name: _____ Phone: _____ Fax: _____
Address _____ City: _____ State: _____ Zip: _____
2. Name: _____ Phone: _____ Fax: _____
Address _____ City: _____ State: _____ Zip: _____
3. Name: _____ Phone: _____ Fax: _____
Address _____ City: _____ State: _____ Zip: _____

THE TERMS ATTACHED TO THIS APPLICATION ARE AN INTEGRAL PART OF THIS APPLICATION AND AGREEMENT. A PRINCIPAL, OWNER OR OFFICER MUST READ, AGREE AND SIGN THIS APPLICATION AND AGREEMENT.



CREDIT APPLICATION AND AGREEMENT (continued)

IN CONSIDERATION OF THE PROCESSING BY BUTTE SAND TRUCKING CO. (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 THE SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (hereafter "Buyer") AGREES AS FOLLOWS:

1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller varying such terms, payment shall be NET 30 DAYS. That is to say, payment in full for all credit purchases made during the billing month is due within 30 days from date of invoice.
2. Retention of any percentage of Seller's billing is not permitted without prior written approval by Seller.
3. Buyer shall pay Seller (not as a penalty, but as liquidated damages based on the impracticality of fixing actual damages) a charge on all amounts not paid when due computed at a periodic rate of one and one-half (1½) percent per month (which is an annual percentage rate of 18%) or at the maximum rate permitted by law in the event such rate is lower.
4. Buyer agrees to pay all Seller's reasonable attorney's fees and collection costs in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
5. If and to the extent any purchase order from Buyer to Seller should contain any terms at variance with these terms, the terms set forth herein shall be changed only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
6. In the event a check is given as 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 3 and 4 shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.
7. Buyer agrees fully and promptly to furnish Seller information needed or requested by Seller for proper filling out and service of a preliminary twenty-day notice under the mechanics' lien laws.
8. Buyer shall remain obligated by all terms and provisions of this Credit Application and Agreement in regard to all purchases made until such time as Seller shall receive from Buyer written notice of revocation and/or change in status. In order to be effective, such notice must be mailed by certified or registered first class mail to Butte Sand Trucking Co., P.O. Box 749, Sutter, CA 95982. Notice of revocation and/or change in status shall not in any way relieve Buyer from liability for any obligation or indebtedness incurred prior to the actual receipt by Seller of such notice sent in the prescribed manner. Receipt by Seller of a check or checks showing a different name than the name on the account shall not constitute written notice of a change in status.
9. This Credit Application and Agreement is submitted by Buyer to Seller at Seller's place of business in Sutter, California and shall be deemed to have been entered into in Sutter, California. All payments by Buyer shall be made to Seller at its place of business in Sutter, California.
10. Seller, or any credit bureau or other investigative agency employed by Seller, is authorized to investigate any reference or information hereon listed, or statements or other data obtained from Buyer or any other person pertaining to the Buyer's credit and financial responsibility.
11. Seller reserves the right to approve or refuse credit on an individual sales or project by project basis at Seller's discretion.
12. The person filling out this application warrants and declares under penalty of perjury that information provided thereon by applicant is true and correct and that the person signing this application is authorized to do so on behalf of the applicant.

SIGNATURE OF AUTHORIZED PRINCIPAL, PARTNER OR CORPORATE OFFICER REQUIRED

Applicant Name: _____

Signature: _____

Date: _____

Name: _____
Name Printed

Title: _____
Owner/Partner/Officer/Director