



Application for Credit

Date: _____

From: _____

Customer Name: _____

Mailing Address: _____
(only if different from street) P.O. Box City State Zip Code

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Cell: _____ Fax: _____

eMail Address: _____

Contractor's Licence No: _____ Classification: _____

Licensed, responsible managing employee/officer: _____

OWNERS, OFFICERS OR PRINCIPALS		
Name:	Social Security No:	Title:
Name:	Social Security No:	Title:
Name:	Social Security No:	Title:
<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Agency	Bonding Co:	
	Federal Identification No:	
	Corporation No:	
	Resale No:	(Submit Resale Cert.)
BANK REFERENCES		
Bank Name:	Telephone No:	Account No:
Bank Name:	Telephone No:	Account No:
Bank Name:	Telephone No:	Account No:
TRADE REFERENCES		APPLICANT'S HISTORY
1.	Telephone No:	Date Business Established: _____
2.	Telephone No:	Have any of the principals of this company ever filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Personal <input type="checkbox"/> Corporate
3.	Telephone No:	If so, when and where:
4.	Telephone No:	
Remarks:		Status of Bankruptcy:
ADDITIONAL INFORMATION	FOR OFFICE USE ONLY	
	Account No:	Credit Area:
	Credit checked by:	Credit Class:
	Credit approved by:	Mailing Code:

(continued on back)

AGREEMENT

This application for the extension credit and agreement (hereinafter "Agreement") is made on the date stated on the front page hereof and the information provided herein is given by the undersigned credit applicant, hereinafter referred to "Applicant", in order to induce DIVERSIFIED ASPHALT PRODUCT, INC., hereinafter referred to as "Seller", to open a credit account. In consideration of seller reviewing is information, making credit inquiries and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, Applicant hereby agrees as follows:

1. Applicant hereby authorizes and consents to Seller obtaining any and all information it deems necessary from any and all sources. Applicant hereby waives any and all rights it has or may have to recover in damages for any reason whatever from said sources of information concerning Applicant.
2. Applicant represents that Applicant is a duly licensed contractor and that any materials, labor or equipment supplied by Seller pursuant hereto are intended for use in the direct performance of a construction contract.
3. If Seller opens a credit account for Applicant, Applicant hereby agrees that all sales are F.O.B. Seller's plant site and further agrees that payment for all Applicant's purchases shall be due by the tenth of the month following the date of purchase, unless explicitly otherwise provided in a separate written contract between the parties. Applicant hereby agrees to pay interest on all sums remaining unpaid after the due date at the maximum rate an individual is permitted by law to charge, until paid. Amounts not paid when due shall be subject to a late payment charge of 2% per month in addition to the interest assessed pursuant to the foregoing. In the event Applicant's account is past due, or if the Seller reasonably believes Applicant's ability to perform any of the obligations to Seller has become impaired, Applicant hereby agrees that Seller may, in Seller's role and absolute discretion, suspend all sales to Applicant, and/or close Applicant's credit account, and in either event declare the entire balance on Applicant's credit account due and payable, without prior notice or demand. Applicant hereby waives any and all claims, causes of action and damage arising from any such actions of Seller. Applicant hereby authorizes and consents to Seller applying all payments and credits as follows: first to cost of collection, if any; next to interest accrued; and finally, to such unpaid invoice amounts as Seller shall, in its sole discretion, determine. The remedies of Seller described herein are not exclusive.
4. Applicant hereby agrees to provide Seller with a current financial statement, including Balance Sheet and Statement of Profit or Loss, within a reasonable time after Seller requests same. Any change in applicant's form of business organization shall not be effective between the party with Seller's written acceptance thereof.
5. Seller warrants to Applicant, but not to any third party purchaser or user, that the goods sold to Applicant that are produced by Seller are not defective. THIS LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. Seller is not responsible for installation, application or use of the goods sold to Applicant and the limited warranty provided herein shall not apply to defects caused by the method of installation, application or use. Applicant hereby agrees that Seller's sole obligation and Applicant's exclusive remedy under the foregoing limited warranty shall be, at Seller's option, repair or replacement of the defective goods, or return of not more than the purchase price paid by Applicant for the defective goods. The foregoing limited warranty shall be effective only with respect to claims made within thirty (30) days after delivery to Applicant of the goods claimed to be defective. The foregoing limited warranty is conditioned upon claims being made in writing, and Seller being given a reasonable opportunity to investigate the claim. Applicant agrees the Seller shall have no liability under the foregoing limited warranty, or otherwise, for reactive aggregate, or popping (pop outs), checking, discoloring, or surface cracking of concrete.
6. ANY AND ALL EQUIPMENT LEASED TO APPLICANT IS LEASED "AS IS" WITHOUT ANY WARRANTIES, GUARANTEES, PROMISES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PURPOSE. APPLICANT HEREBY RELEASES SELLER FROM ALL LIABILITY FOR ANY LOSS OR DAMAGE TO APPLICANT FOR APPLICANT'S PROPERTY CAUSED BY THE NEGLIGENCE OR SELLER OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. Applicant's taking possession of the equipment shall be deemed Applicant's acceptance of the conditions thereof and Applicant's acknowledgement that the equipment and the condition hereof are satisfactory for Applicant's intended use of the equipment. Any and all equipment operators and/or laborers leased by Applicant from Seller will perform all work at the specific direction and under the exclusive control of Applicant; Applicant shall be deemed a "special employer" with respect to such equipment operators and laborers. Applicant will have exclusive possession, use, supervision, direction and control of the equipment, and Applicant hereby assumes sole and complete responsibility for the operation of the equipment, including assurance that the equipment is operated in a safe and workmanlike manner, and that the equipment is properly serviced and maintained. Applicant shall fully compensate Seller for any damage however caused, other than that occasioned by normal wear and tear, to the equipment. Applicant shall be responsible for assuring that the equipment is not operated in violation of any law or regulation. Applicant hereby authorizes any employee of Applicant to execute on behalf of Applicant any and all equipment rental agreements with Seller for the express purpose of binding Applicant with respect to same.
7. Applicant hereby agrees to pay on demand to Seller any and all court costs, actual attorneys' fees without reference to any court fee schedule, recording fees, title reports and other expenses or charges, incurred by Seller in enforcing the terms of this Agreement, collecting or attempting to collect money from Applicant or enforcing or defending or prosecuting any claim against bonding companies, disbursing officers, the filing of mechanic's liens, stop notices, claims in bankruptcy, or with any assignee for the benefit of creditors.
8. In the event of any conflict between any of the terms and conditions of this Agreement and the provisions of Applicant's prior or subsequent purchase order(s), or any other communication relating to transaction(s) between Seller and Applicant, the terms and conditions contained herein shall prevail.
9. This agreement shall be binding upon the heirs, personal representatives and assigns of the parties. Signators represent that they have the authority to sign this Agreement. Declared under the penalty or perjury under the laws of the United States, that the foregoing is true and correct.

APPLICANT: _____ Dated: _____

Signature: _____

Title: _____

PERSONAL GUARANTEE

We hereby jointly and severally personally guarantee the performance by Applicant of all of its duties and obligations as set forth in this agreement. We waive any and all rights of reimbursement, subrogation or indemnification from the Applicant arising from or related to this personal guarantee, performance of our obligations hereunder, or payments made by us to Seller pursuant to this guarantee.

Name (Please Print) Date Signature

Please eMail to: admin@diversifiedasphalt.com