



CREDIT APPLICATION

GENERAL INFORMATION

Name of Business (Applicant) _____
Address _____
City _____ State _____ Zip _____
Billing Address (if different) _____
City _____ State _____ Zip _____
Contact Person _____ Main Phone _____ Fax _____
E-mail _____ Other Contact (specify) _____

BUSINESS INFORMATION

Business is a (check that which applies, please provide information requested):

_____ **CORPORATION:**

Name of Corporation (Parent Company): _____
State of Incorporation: _____ Date of Incorporation ____/____/____ EIN ____ - ____
Address (if different) _____
President _____ Direct Contact _____

_____ **LIMITED LIABILITY COMPANY (LLC):**

Name of LLC (Parent Company): _____
State of Organization: _____ Date of Organization ____/____/____ EIN ____ - ____
Address (if different than above) _____
Managing Member _____ Direct Contact _____

_____ **PARTNERSHIP (General, LP, LLP):**

Name of Partnership: _____
State of Organization: _____ Date of Organization ____/____/____ EIN ____ - ____
Address (if different than above) _____
General Partner _____ Direct Contact _____

_____ **SOLE PROPRIETOR:**

Name of Proprietor: _____
Social Security Number: ____ - ____ - ____ Drivers License: State ____ No. ____
Home Address _____
Home Phone _____ Cellular Phone _____

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CREDIT APPLICATION (Continued)

TRADE REFERENCES (3 Required)

Name _____ Phone _____ Fax (required) _____

Address _____ Contact Name _____

Name _____ Phone _____ Fax (required) _____

Address _____ Contact Name _____

Name _____ Phone _____ Fax (required) _____

Address _____ Contact Name _____

CONTRACTORS LICENSE INFORMATION

Contractors License No. _____ State _____ Are you bonded? Yes _____ No _____

Bond No. _____ Bonding Company _____

Does your company/do you have any pending or outstanding complaints with the contractor's board? Yes _____ No _____

Have you ever declared bankruptcy in Nevada or any other state? Yes _____, State(s) _____ Year(s) _____ No _____

TERMS & AGREEMENT

THE UNDERSIGNED BEING A PRINCIPAL OR CORPORATE OFFICER OF THE ABOVE NAMED COMPANY OR CORPORATION VERIFIES THAT:

1. THE INFORMATION GIVEN IS FREELY OFFERED FOR THE PURPOSE OF OBTAINING CREDIT WITH SIERRA READY MIX, LLC (REFERRED TO HEREAFTER AS "SRM"). FULL PERMISSION IS GIVEN TO INVESTIGATE THE VALIDITY OF THE INFORMATION INCLUDING OBTAINING CREDIT REPORTS.
2. IF CREDIT IS ESTABLISHED: THE TERMS OF THIS CREDIT APPLICATION AND THOSE TERMS PRINTED ON OUR INVOICES ARE THE ONLY TERMS WHICH APPLY TO ALL TRANSACTIONS BETWEEN SRM AND THE COMPANY OR INDIVIDUAL.
3. PAST DUE INVOICES WILL BE CHARGED 1 AND 1/2 % INTEREST PER MONTH (18% A.P.R.) AT SRM'S DISCRETION. IN THE EVENT SRM INITIATES ANY ACTION OR PROCEEDING TO ENFORCE ANY OF THE TERMS AND CONDITION OF THIS CREDIT APPLICATION, SPECIFICALLY INCLUDING APPLICANT'S FAILURE TO PAY MONIES TO SRM WHEN DUE, SRM SHALL BE ENTITLED TO RECOVER ALL ATTORNEYS' FEES AND COST IT INCURS FROM THE TIME SAID MONIES ARE DUE AND OWING UNTIL THE TIME SAID MONIES ARE FULLY PAID.
4. A CONVIENCE FEE OF 3% WILL BE CHARGED ON ALL CREDIT CARD PAYMENTS UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE WITH SRM MANAGEMENT.
5. APPLICANT ACKNOWLEDGES AND AGREES THAT APPLICANT WILL PROVIDE THE DESIRED CONCRETE MIX DESIGN WITH EACH ORDER AND SRM SHALL HAVE NO RESPONSIBILITY IN DETERMINING THE APPROPRIATENESS OF SUCH MIX DESIGN FOR THE INTENDED APPLICATION, REGARDLESS OF WHETHER SRM IS AWARE OF THE INTENDED APPLICATION OR NOT, AND APPLICANT THEREFORE AGREES TO UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS SRM FROM ANY AND ALL LIABILITY, COSTS, EXPENSES, ATTORNEYS' FEES, AND DAMAGES ARISING FROM ANY CLAIMS BASED, IN WHOLE OR IN PART UPON ALLEGATIONS THAT THE MIX DESIGN ORDERED BY APPLICANT WAS IMPROPER OR IN ERROR FOR ANY REASON.
6. THE CREDIT MAY BE WITHDRAWN FROM THE UNDERSIGNED AT ANY TIME BY SRM WITHOUT WRITTEN NOTIFICATION AND WITHOUT CAUSE.
7. AT THE OPTION OF SRM, THE VENUE OF ANY SUIT OR ARBITRATIVE ACTION BROUGHT TO COLLECT THIS ACCOUNT MAY BE HELD IN CLARK COUNTY, NEVADA.
8. BOTH PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CREDIT OR ANY AND ALL DEALINGS BETWEEN THE APPLICANT AND SRM SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CREDIT ACCOUNT ARBITRATION RULES, AND THAT JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. APPLICANT UNDERSTANDS THAT IT IS WAIVING THE RIGHT TO A JURY TRIAL.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL OF THE TERMS AS STATED ABOVE. I ALSO ACKNOWLEDGE THAT I AM AUTHORIZED TO ACT AS AGENT FOR AND LEGALLY BIND THE COMPANY, CORPORATION, OR PARTNERSHIP (AS APPLICABLE) TO THE ABOVE TERMS AS STATED. I FUTHER CERTIFY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

COMPANY OFFICER

DATE

TITLE

****THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY****

State of Nevada)

County of _____) s.s.

On _____, personally appeared before me _____

who acknowledged that _____ signed the above document.

Notary Public

My commission Expires _____



PERSONAL GUARANTEE

GENERAL INFORMATION

Name of Business (Applicant) _____

Name of Guarantor _____

GUARANTEE OF PAYMENT

THE UNDERSIGNED UNCONDITIONALLY AND ABSOLUTELY GUARANTEES FULLY, WITHOUT RESERVATION OR OFFSET, THE PAYMENT OF ANY SUMS DUE SIERRA READY MIX, LLC FROM THE APPLICANT IN THE EVENT THE APPLICANT FAILS TO PAY ANY SUCH SUM WHEN AND AS DUE. THE UNDERSIGNED WAIVES ANY AND ALL REQUIREMENTS OR RIGHTS TO PRESENTMENT, NOTICE OF DEFAULT, AND DEMAND FOR PAYMENT AND AGREES TO PAY ALL EXPENSES OF COLLECTION, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL OF THE TERMS AS STATED ABOVE.

PERSONAL GUARANTOR	DATE	TITLE

PRINT NAME

****THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY****

State of Nevada)
County of _____) s.s.

On _____, personally appeared before me _____
who acknowledged that _____ signed the above document.

Notary Public
My commission Expires _____