



FST SAND & GRAVEL CREDIT APPLICATION

FST Sand & Gravel, Inc.
PO Box 2798
Corona, CA 92878-2798
(951) 277-8440 Main
(866) 378-3457 Secure Fax
creditapp@fstsand.com
ALL AGGREGATE
PRODUCTS

Date _____ Phone() _____ Fax() _____
Firm Name _____
Street Address _____
City _____ State _____ Zip _____
Mailing Address _____
City _____ State _____ Zip _____
Business Started _____ Monthly Credit Requested _____
Contractors License # _____ State _____
Contact Name for Account _____

Designation: Sole Proprietorship () Partnership () LLP () LLC () Corporation ()

List Previous Prior Business Names _____
Have You Ever Filed Bankruptcy? Yes () No ()

Are Purchases for Resale? Yes () No () If for Resale, Please Enclose Resale Certificate With Application

OWNER, PARTNERS, MANAGERS, CORPORATE OFFICERS INFORMATION

Full Legal Name: _____ Home Telephone() _____

Home Address _____

Drivers License # _____ Social Security # _____

Full Legal Name: _____ Home Telephone() _____

Home Address _____

Drivers License # _____ Social Security # _____

Full Legal Name: _____ Home Telephone() _____

Home Address _____

Drivers License # _____ Social Security # _____

BANK REFERENCES (Credit Application to Obtain)

Bank Name: _____ Branch _____

Account # _____ Telephone () _____

CURRENT TRADE REFERENCES (SAND AND GRAVEL RELATED IF POSSIBLE)

1. _____ Telephone() _____ Fax() _____

2. _____ Telephone() _____ Fax() _____

3. _____ Telephone() _____ Fax() _____

4. _____ Telephone() _____ Fax() _____

**FST SAND & GRAVEL CREDIT APPLICATION
TERMS AND CONDITIONS**

FST Sand & Gravel, Inc., hereinafter designated as "Seller", and _____, hereinafter designated as "Buyer", agree as follows:

1. The sale of aggregate material which has been manufactured or purchased to Buyer's order, is non-returnable with the sale consummated and title transferred to Buyer at the time of loading at Seller's or Seller's agents' plant site(s) (FOB shipping point).
2. Seller will be held free and harmless from any damages caused by substances that may be found in the aggregate material, such as noxious weed.
3. Seller assumes no responsibility for the suitability for Buyer's purpose of the aggregate material ordered by Buyer.
4. All material deliveries will be curbside unless specified by Buyer at time of order, in which case Buyer assumes responsibility for any damages resulting from non-curb deliveries. All delivery sites must be safely accessible to Seller's trucks with Seller's drivers having the right to refuse to deliver to locations they deem to be unsafe. It is Buyer's responsibility to secure, in advance, any required permits for deliveries to be unloaded on the street. For all deliveries made beyond the curb, Seller assumes no liability for damage to sidewalks, driveways, or other property. Buyer agrees to indemnify and hold Seller harmless from all liability, loss, and expenses including reasonable attorney's fees incurred as a result of any delivery, including damage to Seller's equipment and loss of time.
5. A quoted, truck delivered price is based on full truck loads. If Buyer requires deliveries in quantities of less than full truck loads, extra charges will be made for such a service.
6. Standard job site delivery times are Monday through Friday 7 am to 5 pm. Buyer requested deliveries before or after these times will be subject to extra charges.
7. For Buyer requested deliveries on Saturdays, Sundays, and holidays (including New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas), extra charges will apply.
8. All Buyer complaints or claims must be in writing, to be received by Seller within one (1) business day after delivery of the material. Seller shall be given a reasonable opportunity to investigate Buyer's assertions. Seller's liabilities under this agreement shall in no event exceed the sales price of the material against which the claim is made. Seller shall not be liable for any damages that may result from faulty or inappropriate materials supplied and/or used by Buyer in combination with Seller's materials.
9. Buyer will provide Seller with delivery instructions within a reasonable time before deliveries are scheduled. Seller shall make best effort to meet scheduled delivery times and locations and will not be liable for damages caused by late deliveries.
10. Applicable tax now or hereinafter levied on or measured by the sale of material is not included in the price listed in this contract and will be added thereto and paid by Buyer unless Buyer has provided Seller with a current and valid California resale certificate in the form prescribed by the state of California. All sales will be considered to be taxable at Seller's primary place of business unless Buyer's valid resale certificate is received by Seller.
11. If at any time in the opinion of the Seller, Buyer's financial responsibility becomes impaired or unsatisfactory, Seller reserves the right to require payment in advance, or other security, for sale and/or delivery under this agreement. Payment for all material and labor provided under this agreement becomes due and payable immediately upon receipt of Seller's invoice by Buyer.
12. Buyer agrees that when Buyer issues purchase orders for materials, such purchase orders are accepted by the Seller only under the Seller's general terms and conditions of sale regardless of any differing wording on Buyer's purchase order.
13. Sales of material and related deliveries under this agreement are subject to all applicable priorities now or hereinafter established by public authority which in any way affect Seller's ability to procure, process, or deliver the material or services herein represented.

14. Buyer agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than paved streets. If such suitable roadways or approaches are not provided, Seller reserves the right to stop deliveries until this condition is remedied.

15. Materials sold that are not of Seller's own manufacture, are sold subject to Seller's continuing ability to procure the same material from Seller's regular source or sources of supply and at Seller's current cost. In the event of an increase in Seller's cost of any such item effective prior to final delivery, the price of such item quoted as pertaining to the remaining undelivered quantity, shall be correspondingly increased.

16. Seller's payment terms are all invoices are due the 10th of the month following the invoice date. Buyers not complying with payment terms will be put on hold, liens/stop notices filed, or converted to COD. A finance charge of 1 ½% per month (18% annual percentage rate) will be charged on all invoices over 30 days past due. Credit card payments of \$5,000 or over will have a 3% fee added. Buyer agrees to pay all collection expenses (including reasonable attorney's fees, court costs and other collections costs) incurred by Seller in enforcing the terms of this credit agreement.

17. Buyer will not short-pay invoices. If there are pricing or sales tax issues, Buyer will contact FST to receive either a credit memo or replacement invoice.

18. The Buyer is required to provide preliminary information upon request or the account will be put on hold.

19. Buyer authorizes Seller to apply any payments made by or on behalf of Buyer to any outstanding account between Buyer and Seller. Buyer waives its right to require any particular application of payment at the time of making same.

20. Seller does not become a subcontractor of Buyer under the meaning of any laws, regulations, agreements, or union contracts, but is only a Seller of materials. Compliance to this agreement shall not obligate Seller in any way to deviate from its company policies or terms of any union contracts to which it is or may become a party.

21. Buyer agrees to pay the costs, including reasonable attorney fees, of any action by Seller to enforce these terms and conditions.

I agree to the terms and conditions as previously stated.

Printed Name

Title

Signature

Company

Date

Personal Guarantee

In consideration of the credit granted by Seller, the undersigned promises to pay and personally guarantees all charges and/or money now and hereafter due Seller on this account. This guarantee includes, in addition to the outstanding principal balance, interest and late charges, any and all attorneys fees, court costs, and other collection costs. In the event payment is demanded by Seller, the undersigned agrees to make payment within thirty (30) days.

Signature (Individual)

Date

Print Name

Company Title

CREDIT AUTHORIZATION

I/we authorize FST Sand and Gravel, Inc. to make whatever credit inquiries that it deems necessary in connection with this credit application. I/we authorize and instruct any person, company, financial institution, or consumer reporting agency to compile and furnish to FST Sand & Gravel, Inc., any information that it may have or obtain in response to such credit inquiries and agree that such information, along with its application, shall remain FST Sand & Gravel Inc.'s property whether or not the application is approved, and will remain in confidential files.

Company Name

By

Title

Date

Note: Use full legal name(s). Signatures must be only for those duly authorized Corporate Officer, Partner, Member, or Proprietor, with title indicated.

Please sign and provide all documents to FST Sand & Gravel, Inc. along with the credit application and signed Terms and Conditions.

FST Sand & Gravel, Inc.
Credit Department
Secure Confidential Fax: 866-378-3457 Main: 951-277-8440
creditapp@fstsand.com

BANK CREDIT CHECK

(to be requested by Credit Applicant and sent direct to FST from the Bank)

Date: _____

Bank: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Checking Account #: _____

I/we hereby authorize you to provide to FST Sand & Gravel, Inc. (contact information below) the following information to be used for the purpose of establishing a credit account.

Company: _____

Authorization Signature: _____

Printed Name: _____

Date: _____

For Bank Use Only

Account Opened _____ Recent High \$ _____

Average Balance, past six months \$ _____

Number of NSF checks, past twelve months _____

Other Bank remarks _____

Thank you for your assistance

FST Sand & Gravel, Inc.
Credit Department
Secure Confidential Fax: 866-378-3457 Main: 951-277-8440
creditapp@fstsand.com

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number:

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from FST Sand & Gravel, Inc. of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the items(s) other than demonstration and display while holding the items(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE


PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

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