



Yard you will be buying from: _____

CREDIT APPLICATION & AGREEMENT

INSTRUCTIONS MUST BE COMPLETED IN FULL AND SIGNED BY AUTHORIZED PERSON.

Trade/Business Name: _____

Business Phone (_____) _____ Home Phone (_____) _____

Address: 1) _____
P.O. Box City / State Zip

2) _____
Street City / State Zip

Email Address: _____

Please Check One:

Proprietorship

Partnership

Corporation

LIST CORPORATE OFFICERS:

President: _____ V.P. Finance / Controller _____

For partners and or individual, list name, street address, driver's license, and social security numbers:

1) _____ Driver's License # _____
Complete legal name
 _____ Social Security # _____
Street City / State Zip

2) _____ Driver's License # _____
Complete legal name
 _____ Social Security # _____
Street City / State Zip

Year present business started: _____ If less than three years list former business name _____

HAVE YOU PURCHASED FROM CALIFORNIA SHINGLE & SHAKE COMPANY BEFORE?

Name of Licensee: _____ Contractor's License # _____

License Category: _____ Year Issued: _____ Exp. Date: _____

Federal Tax ID #: _____ Sales Tax Exempt #: _____
(If exempt from sales tax send certificate)

DO YOU ISSUE PURCHASE ORDERS? Yes No Purchasing Agent: _____

TYPE OF BUSINESS: (Check appropriate box)

- Roofing Contractor General Contractor Siding Contractor
- Drywall Contractor Building Material Dealer Insulation Contractor
- Other _____

Financial Statement

Attached Will Forward

Date: _____

Credit Line Desired: _____

Estimated Monthly Purchases \$ _____

Number of Employees: _____

BANKING INFORMATION:

Name of Bank _____ Street _____ City / State _____ Zip _____ Phone Number _____

Person to contact _____ Account Number(s) _____

TRADE REFERENCES:

Name _____ Street _____ City / State _____ Zip _____ Phone Number _____



TERMS & CONDITIONS OF CREDIT APPLICATION & AGREEMENT CONTINUED

PLEASE READ AND UNDERSTAND ALL SECTIONS OF THIS AGREEMENT BEFORE SIGNING.

1. Buyer authorizes all persons, institutions, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested by **California Shingle & Shake Co.** The undersigned and Buyer, if different, each warrant that the information given in the Credit Application and Agreement is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of **California Shingle & Shake Co.** The undersigned agrees to the terms and condition of this agreement.
2. Applicant shall be involved on a daily basis for purchases. Each of the current month's invoices shall be compiled onto a month end statement of the applicant's account. Payment shall be due by the 11th day of each month. A discount of two percent (2%) shall be given for payments received by the 10th day of each month. Discounts shall not be allowed on tax., freight or finance charges. All invoices that remain unpaid on the 30th day of each month shall become past due. Further understand that all checks or drafts issued for payment that are not honored by the bank shall have a handling charge of \$25.00 applied to APPLICANTS account and will appear on the next monthly statement. The company may exercise the right to issue a **California Preliminary 20-Day Notice** on all transactions. The time for payment of any and all invoices shall not be extended unless **CALIFORNIA SHINGLE & SHAKE CO.** (hereinafter referred to as "the company") agrees in writing to do so. It is understood and agreed that no one on behalf of the company may grant oral extension of the time for payment.
3. It is understood that the failure to pay invoice(s) when due will cause damage to the company. It is therefore understood and agreed that a **FINANCE CHARGE** shall be due on all invoices that remain unpaid on the 30th day of each month, at the rate of 1 1/2% per month, which is an **ANNUAL PERCENTAGE RATE of 18%**. It is understood and agreed that the **FINANCE CHARGE** is not interest, but represents **LIQUIDATED DAMAGES** sustained by the company in light of the anticipated or actual harm caused by the failure to make payment when due, the difficulties of proof of loss and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.
4. **APPLICANT** agrees to pay any and all costs and/or attorneys' fees as are actually incurred for the collection of any invoice that is past due whether or not suit is instituted. In addition, **APPLICANT** shall pay the company in the event that the company shall become involved in litigation with the **APPLICANT**, the actual cost of litigation and the attorney's fee paid and incurred by the company as a result thereof. The amount of attorneys' fees shall not be determined in accordance with any COURT schedule, but the company shall be reimbursed for the actual amount of the attorneys' fees paid concurred in good faith. It is the intention of the parties that the company shall be reimbursed for all actual attorneys' fees paid or incurred in good faith in the event that the company shall prevail against **APPLICANT** in any action arising out of this contract.
5. The representation by **APPLICANT** that he/she shall pay attorneys' fees in the event action is taken to collect any past due amount owed by the **APPLICANT** is a material representation by **APPLICANT** and the company has extended credit only on such condition.
6. It is understood and agreed that the company is relying on the above agreement and upon the truth of all information contained within this application, including all financial statements submitted now and in the future as a basis for processing **APPLICANT** request for credit. The signature of the **APPLICANT** shall be considered an authorization to obtain individual and company credit record information. It is further understood that the company shall rely on all of the above information contained and obtained in the company's decision to grant or deny credit to the **APPLICANT**. It is understood and agreed that the company reserves the right to refuse to grant further extensions of credit at anytime. This shall be the company's sole and absolute discretion.
7. In the event of a breach of the above terms, covenants or conditions of this agreement by **APPLICANT**, the company may continue to rely on this agreement and the terms and conditions herein, with knowledge of such breach, but any waiver by the company at any terms, conditions and covenants herein contained, or the breach thereof, shall not operate as a waiver on any other or future breaches.

I HAVE READ, UNDERSTOOD AND ACCEPT THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT.

Print Full Name

Signature (of qualifying individual — RMO — President)

Title

Date

CONTINUING GUARANTEE

The written guarantee is made for the benefit of said to obtain credit from CALIFORNIA SHINGLE & SHAKE COMPANY on a continuing basis.

The undersigned hereby individually guarantees the performance of _____ (name of company) to whom credit is extended, including but not limited to the payment of all present and future indebtedness, whether secured or unsecured, and regardless of how the indebtedness is represented or incurred. The undersigned individual consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. The guarantee shall continue in effect until the undersigned has notified **CALIFORNIA SHINGLE & SHAKE COMPANY** in writing of cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned individual further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing guarantee, or is the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness, whether or not suit is filed.

Signature

Date