

**BRADLEY
RECYCLING**

8960 Bradley Ave.
Sun Valley, CA 91352

**SECURITY
PAVING
COMPANY, INC.**

13170 Telfair Ave. Sylmar, CA 91342
Tel: (818) 362-9400 Fax: (818) 362-9500

**25th STREET
RECYCLING**

2121 E. 25th Street
Los Angeles, CA 90058

CREDIT APPLICATION

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **LICENSE NO.:** _____

OWNER/OFFICERS:

NAME & TITLE _____ **SSN:** _____

ADDRESS _____

NAME & TITLE _____ **SSN:** _____

ADDRESS _____

INCORPORATED (DATE) _____ **CORPORATION** **BONDING** _____

STATE _____ **PARTNERSHIP** **FED ID No.** _____

PROPRIETORSHIP **CORP No.** _____

RESALE No. _____

BANK REFERENCES:

BANK _____ **ACCT No.** _____ **PHONE No.** _____

BANK _____ **ACCT No.** _____ **PHONE No.** _____

TRADE REFERENCES:

NAME _____ **PHONE No.** _____ **FAX No.** _____

NAME _____ **PHONE No.** _____ **FAX No.** _____

NAME _____ **PHONE No.** _____ **FAX No.** _____

NAME _____ **PHONE No.** _____ **FAX No.** _____

Please fax completed form to (818) 362-9500 or email to: julie@securitypaving.com

FOR OFFICE USE ONLY

DATE RECEIVED: _____ **APPROVED BY:** _____

DATE OPENED: _____ **CUSTOMER No.:** _____

AGREEMENT

This application for the extension of credit 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 as Applicant, in order to induce Security Paving Company, Inc., hereinafter referred to as Seller, to open a credit account. In consideration of Seller reviewing this information, making credit inquires and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, Applicant, representing that Applicant has the authority to enter into this agreement, does hereby agree as follows:

- 1. Applicant does hereby authorize and consent 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 whatsoever from said sources of information concerning Applicant. The above information is willingly supplied and the Seller is authorized to contact the above bank and trade references in order to establish the creditworthiness of the Applicant. If the Applicant is not a corporation, the Seller is authorized to obtain credit reports on the proprietors, partners or principals. Should a credit account be granted by the Seller, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller. The Seller may terminate any credit account within its sole discretion.
2. Applicant agrees that, if the account is opened, all sales and orders shall be governed by the terms and conditions in this Agreement. These terms and conditions shall constitute the complete Agreement between the Applicant and Seller and shall supersede all prior and contemporaneous oral and written statements of any kind whatsoever made by the parties and their representatives. 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. Applicant, if the account is opened, does hereby agree that all sales are F.O.B. plant-site and further agrees to pay the amount due by the 10th of the month following date of purchase or as otherwise provided in any written contract between the parties. Applicant does hereby agree to pay interest on any balance remaining unpaid after the due date at the rate which is five percent higher than the Federal Reserve Bank charges member banks, or ten percent (10%) per annum, whichever is higher, until paid. In the event the account is past due, Applicant does hereby agree that Seller shall have the right to terminate all deliveries and the right to declare the entire balance due and payable without notice or demand. Applicant does hereby authorize and consent to Seller applying all payments and credits as follows: First to costs of collection and attorney's fees, if any; next to interest accrued; and, finally to such unpaid invoice amounts as Seller shall determine.
4. Applicant does hereby agree to provide seller with current financial statements, including Balance Sheets and Statements of Profits or Loss, within a reasonable time after Seller requests same. Applicant does thereby waive any right it may have against Seller by reason of the fact that Seller withholds shipments in the reasonable belief that its ability to collect is in doubt. Any change in Applicant's form of business organization shall be effective between the parties only upon Seller's receipt of notice thereof by certified mail.
5. Applicant does hereby waive any claim not asserted within thirty (30) days after delivery of merchandise for nonconformity to specifications or failure to conform to quantity of quality ordered. It is agreed that Seller's liability for any express or implied warranty is limited to delivery of the same quantity as that claimed to be defective. Applicant waives all claims for any other damages or loss arising out of the transaction including, but not limited to ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES of the Applicant in connection herewith, such as loss of production, loss of anticipated savings or anticipated profits, or damages of any third party asserted against the Applicant. Seller shall in no event and for no cause whatsoever, including any breach or default by Seller have any monetary liability to the Applicant in excess of the purchased price of the pertinent goods.
6. Applicant does hereby agree to pay on demand to Seller any and all court costs, actual attorney's fees without reference to any court fee schedule, recording fees, title reports and other expenses or charges, incurred by Seller in 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.
7. Applicant agrees that the place of payment for all sums due to Seller from Applicant shall be Los Angeles County, California and that if an action or proceeding is initiated in connection with recovery of such sums, venue for such action may be Los Angeles County, California.
8. This Agreement shall be binding upon heirs, personal representatives and assigns of the parties. Signators represent that they have the authority to sign this contract. Declared under the penalty of perjury under the laws of the United States, that the foregoing is true and correct.
9. Any amounts not paid when due shall be subject to a late payment charge of 2% per month.

DATED THIS _____ day of _____, 20 _____

SELLER : SECURITY PAVING COMPANY, INC. APPLICANT: _____

By : _____ By : _____

Title : _____ By : _____

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 SECURITY PAVING COMPANY, INC.

By : _____ By : _____

Title : _____ By : _____