



Credit Application and Purchase Agreement

Phone (415) 920-7100 • Fax (415) 920-7106

Legal Name: _____ Date: _____

Trade Name/DBA: _____

Billing Address: _____
Address City State Zip Code

Physical Address: _____
Address City State Zip Code

Phone Number: _____ Contractor's Lic.: _____
Number State

Fax Number: _____ Resale Card: _____
Number Yr. Established

Do you limit the personnel authorized to purchase for your company? Yes No If Yes, please attach a list of authorized personnel.

Are purchase order numbers required? Yes No

Buyer agrees to pay its account in full according to the terms and conditions as recited herein, to Bode, or its successors or assignees, for the purchase of goods or services.

Accounts paid in full by the tenth day of the month following the statement date are allowed a discount of \$1.00/cubic yard. Accounts that have not been paid in full by the last day of the first month following the purchase date will be classified Past Due. Bode may, at its discretion; terminate further charges to Past Due accounts until payment is received. Buyer will provide complete job information to Bode upon request.

Bode may also terminate further charges to Buyer's account if Bode, in its sole discretion, determines that Buyer is in breach of this agreement or any other contract with Bode, or if Bode deems itself insecure with respect to the Buyer's creditworthiness. In that event, Bode will terminate further charges to the account until payment is made and any dispute or insecurity has been resolved. Bode will not, in any event, be responsible for any damage due to cessation in supply of labor or materials.

All Past Due sums will be subject to a finance charge equal to the maximum allowable rate under the laws of the State of California or 18% annually (1.5% monthly), whichever is less. All payments received and not noted for application to a specific invoice will be applied first to finance charges, and next to the oldest invoice.

In the event of any dispute arising under this agreement, Buyer will be liable to Bode for all expenses reasonably incurred in collecting the balance due, whether or not Bode files suit, including reasonable attorney's fees, costs, and expenses.

Bode is authorized to contact any or all of the references supplied by Buyer, including Buyer's bank. Bode is also authorized to use commercial credit reporting agencies, and in the case of partners, sole proprietors, and personal guarantors, consumer reporting agencies to obtain information regarding Buyer's credit standing without further notice to Buyer or to Buyer's partners, sole proprietors, or personal guarantors. Buyer certifies that all information supplied to Bode in connection with its credit is true and

correct, and that Buyer is solvent and able to pay for labor, materials and services ordered. Should any information change, Buyer will notify Bode in writing within 30 days of the change.

This application must be signed by principals or the duly authorized appointed officers of corporations.

The undersigned have read, understand, and agree to the above terms and conditions.

_____	_____	_____	_____
Date	Signature (individually and on behalf of the Buyer)	Print Full Name	Title
_____	_____	_____	_____
Date	Signature (individually and on behalf of the Buyer)	Print Full Name	Title

Personal Guarantee

Each of the undersigned Guarantors represents that he or she has a financial interest in Buyer and on behalf of the Guarantor, and his or her marital community, hereby agrees to the above terms and conditions, and personally and unconditionally guarantees, jointly and severally, payment of Buyer's account. Each Guarantor grants Bode permission to use consumer credit reports to determine Guarantor's credit worthiness.

Each Guarantor understands that Bode would not extend credit to Buyer without Guarantor's assumption of liability. Guarantor's obligation and liability will continue until Guarantor terminates its liability in writing sent to Bode by certified mail (return receipt requested).

The obligations under this Guarantee are joint and several, and are independent of Buyer's obligations. Bode may bring a separate action against a Guarantor regardless of whether Bode brings an action against Buyer or other Guarantors or joins them in any such action. In the event that Bode elects to collect any Past Due balance from Guarantor, Guarantor will be liable to Bode for all expenses reasonably incurred in collecting the balance due, whether or not either Bode files suit, including reasonable attorney fees, costs, and expenses.

_____	_____	_____	_____
Date	Signature	Print Full Name	Phone Number
_____	_____	_____	_____
Date	Signature	Print Full Name	Phone Number

Trade References

List three major creditors in building materials and related products:

Bode Use Only

Company Name:	Address:	City/State/Zip:	Phone:	Prompt 30+ 60+ 90+ Yr Recent High Current
Company Name:	Address:	City/State/Zip:	Phone:	Prompt 30+ 60+ 90+ Yr Recent High Current
Company Name:	Address:	City/State/Zip:	Phone:	Prompt 30+ 60+ 90+ Yr Recent High Current

Bank References

Checking	Savings	Line of Credit	Status (Bode Use Only)
Bank Name:	Bank Name:	Bank Name:	Checking:
Address:	Address:	Address:	Savings:
Account Number:	Account Number:	Account Number:	Line of Credit:
Phone:	Phone:	Phone:	Reviewed By:
Contact:	Contact:	Contact:	Approved By:

Business Entity

If a Corporation, the state incorporated is _____, on (date) _____ and the officers are:

President:	Residence Address:	City/State/Zip:	Phone:
Vice President:	Residence Address:	City/State/Zip:	Phone:
Chief Financial Officer:	Residence Address:	City/State/Zip:	Phone:

If not a corporation, is the company Sole Ownership Partnership LLC Other: _____

Name:	Residence Address:	City/State/Zip:	Phone:
SSN:	Date of Birth:	Spouse's Name:	
Name:	Residence Address:	City/State/Zip:	Phone:
SSN:	Date of Birth:	Spouse's Name:	

If LLC, attach articles of organization to this Credit Application.

Have you or your business ever declared bankruptcy? Yes No If so, chapter number _____,
at (where) _____ approximately during (date) _____.

If a business, the name of the business is _____.