



LANDSCAPE & MASONRY SUPPLIES
 1865 TANEN STREET, NAPA, CA. 94559
 PHONE: 707.255.1225 FAX: 707.255.1132

CREDIT APPLICATION FOR BUSINESS ACCOUNTS

Instructions: Please fill out application completely to be considered for credit. Contact accounts department for status on your application. Applications may be faxed in to begin credit approval process. **HOWEVER, SIGNED ORIGINAL, AND RE_SALE CARD (when applicable) MUST BE IN OUR OFFICE PRIOR TO CHARGING ITEMS ON ACCOUNT.**

Legal Name of Business:		
DBA (if any) Corporation		() Sole Proprietor () Partnership ()
Address:		
City:	State:	Zip:
Phone:	Fax:	Cell:
Billing Email:		Web:www.
Best Contact:		Phone:
Circle One: >Contractor > Individual >Subcontractor >Supplier		Credit Limit Desired:
Are you a re-sale Customer?		Re-Sale#
If you are a resale customer you must submit a resale card with application.		
In business since:	Contractors License #:	

Contractors License Type:	Date Issued:
Have you ever filed personal or business bankruptcy, had any judgments, liens, or tax liens filed against you or your company?	
If yes please explain:	

PRINCIPAL INFORMATION

Principal Owner's Full Name:	Home Phone:
Principal Owner's Home Address:	
Principal Owner's Driving License#:	Social Security #:
Permission granted by principal to check bank, trade references, and credit report files (please sign here)X _____ Date:	

Second Principal's Full Name:	Home Phone:
Second Principal's Home Address:	
Second Principal's Driving License#:	Social Security #:
Permission granted by principal to check bank, trade references, and credit report files (please sign here)X _____ Date:	

Third Principal's Full Name:	Home Phone:
Third Principal's Home Address:	
Third Principal's Driving License#:	Social Security #:
Permission granted by principal to check bank, trade references, and credit report files (please sign here)X _____ Date:	

BUSINESS/TRADE REFERENCES

Company Name:			
Address:		City:	State: Zip:
Phone:		E-mail:	
Fax:			
Type of account:		Materials Purchased:	

Company Name:			
Address:		City:	State: Zip:
Phone:		E-mail:	
Fax:			
Type of account:		Materials Purchased:	

Company Name:			
Address:		City:	State: Zip:
Phone:		E-mail:	
Fax:			
Type of account:		Materials Purchased:	

BANK REFERENCE

Bank Name:			
Address:		City:	State: Zip:
Phone:		E-mail:	
Fax:			
Type of account: () Savings () Checking () Other		Account#	

Bank Name:			
Address:		City:	State: Zip:
Phone:		E-mail:	
Fax:			
Type of account:		Materials Purchased:	

PLEASE READ COMPLETELY
TERMS & CONDITIONS OF SALE

The following Standard Terms and Conditions shall cover all sales, offers, catalogs, proposals, and/or quotes between you the (“Buyer”) and our company the (“Seller”).

PAYMENT TERMS: Buyer’s payment for goods is due when the order is placed unless arrangements for credit have been previously made and approved by Seller. Credit Terms are Net 10th prox. Unless Seller at its sole discretion grants other credit terms. If buyer fails to pay Seller’s Invoice pursuant to the terms hereof or any other terms granted to Buyer, Seller may cancel all Buyer’s pending orders, terminate all credit privileges, discontinue shipping any jobs in progress, and demand payment in full of any money owed prior to any future sales. Buyer also agrees to pay monthly service charges equal to the highest legal annual interest rate on all outstanding balances as liquidated damages.

SECURITY: Buyer hereby grants to seller a security interest in all goods purchased from Seller until the purchase price has been paid in full. Upon Seller’s request, Buyer shall immediately provide Seller with an executed UCC-1 Financing Statement or other documents necessary to perfect Seller’s security interest in the event Buyer fails to make payment when due. Seller also reserves the right to take repossession and title to said materials, in addition to any rights and remedies of a secured party under the Uniform Commercial Code adopted by the State of California as effective and in force on the date of the invoice, all of which (rights and remedies) shall be cumulative, and non-exclusive, to the extent permitted by law.

RETURN POLICY: Unless otherwise stated in writing on the invoice goods are not returnable.

PRICE POLICY: All prices and discounts are subject to change without notice.

RISK OF LOSS: All goods are specified to be sold FOB seller’s location. Buyer shall bear the risk of loss, damage, injury, and/or liability associated with the transportation and placement of said materials, and in no case will Seller be held responsible for demurrage, shortages, or storage charges at destination.

NO EXPRESSED OR IMPLIED WARRANTIES: There are no warranties of any kind, either promissory or independent imposed by law, whether based on promises, express representation, tacit representations, descriptions or other grounds whatsoever, whether statutory or otherwise, extending beyond the description of the goods sold hereunder. Buyer expressly waives any warranties provided by law, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Buyer waives all claims for breach or warranty. Buyer also waives all claims for failure the goods sold hereunder unless such claim is made in writing and delivered to the Seller within ten (10) days after receipt of goods. Under no circumstances shall Seller be liable to Buyer for special, consequential, incidental, loss of profits, or anticipated profit, loss of business, or anticipated business, or punitive damages. Seller’s liability is limited to replacing or issuing credit (Seller’s sole discretion) to Buyer. Buyer agrees to defend and agree to indemnify and hold Seller harmless from any and all liability whatsoever which may arise from the use or non-use of the Buyer or by others of the goods sold hereunder, whether used singly or in combination with other goods and/or materials.

RIGHT TO CURE: In the event of timely claim, Seller reserves the right to cure any alleged claim within a commercially reasonable time from the date the notice is received. Buyer assumes and agrees to defend, indemnify and hold harmless from any and all liability whatsoever which may arise from the use, non-use or foreseeable misuse by the Buyer or by others of the goods sold hereunder, whether used singly or in combination with other materials.

DELIVERIES: Seller shall not be responsible for delays in shipment, or non-shipment, or delays in delivery, or non-delivery of a part, or all of the goods arising from factors outside Seller's control. When delay results from such cause in part or in whole, Buyer is nevertheless, to accept later shipment and/or delivery and in the event of non-shipment, or non-delivery, this invoice shall be void to the extent of the quantity not shipped or not delivered. If, after the date hereof and prior to the complete performance, government price, propriety, rationing, or other restrictive regulations should be instituted affecting the price or distribution of the product sold hereby or the commodities or raw materials from which said are processed, Seller may, at its option, cancel the contract and any related purchase order or any undelivered portions thereof upon notice to Buyer.

PATENTS: Buyer agrees to defend and indemnify Seller, and hold Seller harmless from all suits, actions, or proceedings in which Seller is made a defendant for actual or alleged infringement of any copyright, trademark or U.S. or foreign patent resulting from Seller's design, manufacturing, labeling and/or printing on the goods sold herein which Buyer acknowledges, are manufactured in accordance to Buyer's specifications.

ARBITRATION: Any controversy or claim arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

ATTORNEY'S FEES: Notwithstanding any provision in this agreement to the contrary in the event of any action or proceeding brought account of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs from the unsuccessful party in addition to any and all other relief to which the prevailing party may be entitled.

GOVERNING LAW AND VENUE: This agreement shall be governed by and construed under the laws of the State of California. Buyer agrees that in the event of any action or proceeding brought hereunder, the County of Napa, State of California shall, at Seller's exclusive option, be the appropriate forum and venue. Buyer hereby waives any right to select an alternative forum and/or venue. Notwithstanding the foregoing, Seller, at his sole option, reserves the right to institute action in any forum of proper jurisdiction.

MISCELLANEOUS TERMS: This agreement sets forth the entire understanding between the parties relative to the subject matter of this Agreement. The terms of the Agreement shall not be cancelled, modified, superseded, varied or affected by any purchase orders, documents, or other writings submitted by Buyer to Seller unless there is an express overriding agreement signed by both parties. The provisions of the Agreement shall be incorporated into each invoice submitted by Seller to Buyer.

If there is a conflict between the terms of this Agreement and any other documents, including purchase orders, invoices, and other documents exchanged between the parties hereto, the parties agree that the terms and conditions stated herein shall control and govern the relationship of the parties. If any part of the Agreement is deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

ACCOUNT AGREEMENT

It is basic to this agreement that either party may cancel and terminate credit privileges at will at any time. All balances and/or money due must be paid within 10 working days of canceling credit privileges. Past due invoices will be subject to a liquidated damage or interest charge of 1 1/2 % each month they are past due, or the highest rate allowed by law. Upon a change in principals or the legal identity of the company, applicant will give written notice 15 days prior to the change to the credit department. The person(s) signing hereunder certify all of the information provided by buyer is true and correct and agree to all of the terms and conditions herein. If for any reason the original signatures are not received from buyer, it is agreed by the applicant that a copy (faxed and/or photo) will be legally binding.

Applicant(s) executed this agreement this _____ day of _____ 20_____

IF CORPORATION (must be signed by 2 (two) duly authorized officers)

1) Name: _____ SIGNATURE: _____ TITLE: _____

2) Name: _____ SIGNATURE: _____ TITLE: _____

IF INDIVIDUAL OR SOLE PROPRIETORSHIP:

1) Name: _____ SIGNATURE: _____ TITLE: _____

IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP (must be signed by all general partners)

1) Name: _____ SIGNATURE: _____ TITLE: _____

2) Name: _____ SIGNATURE: _____ TITLE: _____

3) Name: _____ SIGNATURE: _____ TITLE: _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit by Crown Hill Stone Supply, LLC to the above named customer, the undersigned do hereby jointly, and severally unconditionally guarantee to Crown Hill Stone Supply, LLC and its assigns the prompt payment in full of all sums, balances, finance charges, service fees, and accounts due Crown Hill Stone Supply, LLC by the above named customer. The undersigned hereby jointly and severally agree on demand to reimburse Crown Hill Stone Supply, LLC and its assigns for all expenses, collection charges, court costs, and attorney's fees incurred endeavoring to collect or enforce the payment of any of the foregoing sums, balances, finance charges, service fees and accounts which are due to Crown Hill Stone Supply, LLC by the above named customer. This shall be an open continuing guaranty, and shall continue in full force, notwithstanding any charge in the form of such indebtedness, or renewals, or extension granted by Crown Hill Stone Supply, LLC without obtaining any consent from the undersigned thereto, and until expressly revoked by written notice sent by certified mail to Crown Hill Stone Supply, LLC by the undersigned. Any such revocation shall not in any manner affect the undersigned's liability as to any indebtedness existing prior there to.

Date: _____ Company Name: _____

(A)Signature X _____ Title: _____

Print Name: _____

Date: _____ Company Name: _____

(B)Signature X _____ Title: _____

Print Name: _____

Date: _____ Company Name: _____

(C)Signature X _____ Title: _____

Print Name: _____

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