



# CREDIT APPLICATION AND AGREEMENT

CREDIT DEPT.  
P.O. Box 13557  
Sacramento, CA 95853-9935  
(916) 484-3241 • Fax: (916) 480-5599

NAME OF APPLICANT \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_ CITY ST ZIP \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_ CITY ST ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ WEBSITE \_\_\_\_\_  
**PURCHASE ORDER NUMBER REQUIRED**  YES  NO  
**A/P CONTACT** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_  
 CORPORATION  SOLE OWNERSHIP  PARTNERSHIP  PUBLIC AGENCY  OTHER \_\_\_\_\_  
 LOCATION IS:  MAIN OFFICE  BRANCH OFFICE FEDERAL ID NO (FIN): \_\_\_\_\_  
 TYPE OF ACCT:  CONTRACTOR (LIC# \_\_\_\_\_)  RESALE (Teichert form required)  OTHER \_\_\_\_\_  
 ANTICIPATED MONTHLY PURCHASES \$ \_\_\_\_\_ CREDIT LIMIT REQUESTED \$ \_\_\_\_\_  
 Describe your product or service \_\_\_\_\_  
 Has the company ever filed for bankruptcy?  Yes  No If yes, when and in what jurisdiction and under what chapter \_\_\_\_\_

### **PRINCIPAL OWNERS AND OFFICERS** (supplemental information may be attached)

NAME _____	NAME _____
MAILING ADDRESS _____	MAILING ADDRESS _____
STREET ADDRESS _____	STREET ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____
HOME NO. _____	HOME NO. _____
CELLULAR NO. _____	CELLULAR NO. _____
E-MAIL _____	E-MAIL _____
BIRTHDATE _____	BIRTHDATE _____
DRIVERS LIC. # _____ STATE _____	DRIVERS LIC. # _____ STATE _____
SSN _____	SSN _____

### **BANK REFERENCE**

BANK \_\_\_\_\_ BRANCH \_\_\_\_\_ ACCT NO. \_\_\_\_\_

### **MATERIAL SUPPLIERS**

Name and fax number of suppliers with whom you have largest current open accounts.

1. _____	FAX _____
2. _____	FAX _____
3. _____	FAX _____
4. _____	FAX _____

### **CONSENT TO CREDIT CHECK AND TERMS OF CREDIT**

Applicant and each of the Principal Owners and Officers signing below (collectively "the Principals") hereby authorize A. Teichert & Son, Inc. ("Teichert") to obtain credit information concerning Applicant and, if Applicant is a sole proprietorship, concerning sole proprietor individually, and if the Applicant is a partnership, concerning each of the partners individually. We understand that this authorization includes inquiries directed to credit reporting agencies, seeking credit information concerning Applicant and, where applicable, concerning the sole proprietor's or the partners' personal credit. This authorization is given as a part of a commercial transaction and for the specific purpose of inducing Teichert to extend credit to Applicant for commercial purposes. We further agree that Teichert may update any such credit information at any time, in its sole discretion. We also authorize each of the Trade References listed above to release information concerning Applicant to Teichert upon request.

By applying to Teichert for the extension of credit and by executing this Credit Application and Agreement, Applicant also acknowledges and agrees to the terms and conditions stated on the reverse hereof or the following page.

BY \_\_\_\_\_ NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
*Signature of authorized Principal or Officer* *Printed*

BY \_\_\_\_\_ NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
*Signature of authorized Principal or Officer* *Printed*

IN CONSIDERATION OF THE PROCESSING BY A. TEICHERT & SON, INC. (hereafter "Seller") OF THIS APPLICATION, AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (hereafter "Buyer") AGREES AS FOLLOWS:

1. The term Seller shall be deemed to include Teichert Aggregates, Teichert Readymix, Teichert Precast, Teichert Brooks, Teichert Construction and any other business name presently or hereafter used or adopted by A. Teichert & Son, Inc.
2. Terms of credit sales shall be Net 10th Prox. Orders placed by Buyer for construction materials will be processed and documented in accordance with Seller's procedures in effect at the time and place of the order. Buyer understands that Seller's processing and documentation of material orders generally does not include material delivery receipts for each order or delivery. Buyer agrees to pay for all materials purchased, whether or not Seller has obtained or is able to provide material delivery receipts. Within ten (10) days after receipt of any invoice from Seller, Buyer shall notify Seller of any disputed deliveries or charges. All deliveries and charges which are not disputed within ten (10) days shall be deemed valid.
3. Seller reserves the right to approve or refuse credit on an individual sales or project by project basis at Seller's discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice.
4. If Buyer fails to make any payment or payments when due, Buyer agrees to pay Seller late charges at the rate of eighteen (18) percent per annum on all past due, unpaid amounts. If for any reason the rate of eighteen (18) percent is found to be unenforceable, Buyer agrees to pay Seller late charges at the maximum rate then permitted by California law.
5. All payments shall be applied first to late charges, then to attorneys' fees and costs, if any, accrued as of the date of payment then to the outstanding principal.
6. If Seller initiates any legal proceedings for the purpose of collecting amounts due hereunder or to enforce payment from any check given by Buyer as payment hereunder, including but not limited to proceedings in any state, federal or bankruptcy court, Buyer shall pay all reasonable attorneys' fees and costs incurred by Seller. If legal proceedings are commenced, and Buyer wants to pay off the amount in full prior to judgment or other final resolution, Seller shall, in addition to principal and late charges, be entitled to be paid attorneys' fees and costs incurred to that point.
7. Buyer agrees fully and promptly to furnish to Seller information needed or requested by Seller for proper filling out and service of preliminary twenty day notices under the mechanic's lien laws. Buyer also shall provide Seller with copies of any payment bond and/or construction lender information requested by Seller.
8. If at any time Buyer sends Seller any purchase order, Buyer acknowledges and agrees that the purchase order shall only serve to document the type and quantity of materials requested by Buyer. If the purchase order includes terms or conditions which are inconsistent with, different from, or in addition to the terms and conditions of this Credit Application and Agreement, all such terms and conditions are objected to and rejected by Seller and shall not be considered to be a part of any contract or agreement between Buyer and Seller.
9. If Buyer uses materials purchased hereunder in the construction of a particular private or public work of improvement, Buyer agrees that all monies owed to or received by Buyer in connection with such work or works of improvements shall be held by Buyer in trust for the benefit of Seller, shall be segregated from other monies of Buyer, and shall be used only to pay Seller, to the extent that such monies are attributable to the construction materials purchased hereunder and until Seller has been paid in full for such materials.
10. The person filling out this application declares under penalty of perjury that all information provided herein by applicant is true and correct.
11. This Credit Application and Agreement shall continue in full force and effect until such time as Seller shall receive from Buyer (by personal delivery or by certified or registered mail) written notice of revocation and/or change of status. Such notice shall be delivered or sent to seller at its office, 3500 American River Drive, Sacramento, CA 95864. Notice of Revocation and/or Change in Status shall not in any way relieve Buyer from liability for any indebtedness incurred prior to the actual receipt by Seller of such notice. Moreover, receipt by Seller of a check or checks or correspondence showing a different name than the name on the account shall not constitute written notice of a change of status.
12. Buyer recognizes that it may from time to time be owed money by Seller due to contracts or transactions between Buyer and Seller which are separate and distinct from the credit sales contemplated by this Credit Application and Agreement. Seller shall have the right to withhold from Buyer any monies owed by Seller to Buyer in connection with any such other contracts or transactions and to offset the same against any sums owed by Buyer to Seller in such amounts as may be deemed by Seller to be reasonably necessary to cover such indebtedness of Buyer. So long as this right of withhold and offset is exercised by Seller in good faith, Buyer hereby waives any claims against Seller for any consequential damages flowing from such withhold and offset even if it is later determined that the withhold and offset was improper.
13. Buyer shall be entirely responsible for the manner in which any materials purchased hereunder are used or modified by Buyer. Buyer shall defend, indemnify and hold Seller harmless against any claims of third parties arising from or relating to Buyer's use or modification of such materials.
14. This Credit Application and Agreement is submitted by Buyer to Seller at Seller's corporate office in Sacramento, California and shall be deemed to have been entered into in Sacramento County, California. All payments by Buyer shall be made to Seller at its principal place of business, P.O. Box 13557, Sacramento, CA 95853-9935, or such other address as Seller may hereafter designate in writing.

**CONTINUING GUARANTY AND CONSENT TO CREDIT CHECK**

For value received, and the further consideration of any credit that A. Teichert & Son, Inc. (hereafter "Teichert") may now or hereafter from time to time extend to \_\_\_\_\_ (hereafter "Customer"), the undersigned (hereafter "Guarantor") does hereby unconditionally guarantee and promise to pay to Teichert the full and prompt payment of all indebtedness which Customer has heretofore incurred and/or does hereafter incur for the purchase of goods, materials or services from Teichert.

The term "Teichert" shall be deemed to include Teichert Aggregates, Teichert Readymix, Teichert Precast, Teichert Brooks, Teichert Construction and any other business name presently or hereafter used or adopted by A. Teichert & Son, Inc. All payments due hereunder shall be made to Teichert at its principal place of business, P.O. Box 13557, Sacramento CA 95853-9935, or such other address as Teichert may hereafter designate in writing.

Liability of Guarantor shall not be affected by the amount of credit extended, by any change in the form of said indebtedness, by note or otherwise, or by any extension or renewal thereof, nor by the acceptance of any manner of security therefor. Notice of the acceptance of this guaranty, or extension of credit hereunder, of default in payment, of change of indebtedness, the renewal or extension of said indebtedness or any part thereof, or any matter in respect thereto, is hereby expressly waived. This guaranty shall continue in full force and effect until such time as Teichert shall receive from the undersigned (by personal delivery or by certified or registered mail) written notice of revocation, and such revocation shall not in any way relieve Guarantor from liability for any indebtedness incurred prior to the actual receipt by Teichert at its office, 3500 American River Drive, Sacramento, California, 95864, of such notice.

Teichert, in its sole discretion, may receive, renew, extend, relinquish, substitute, modify or enforce any liens, statutory or otherwise, or security of any kind for payment of said indebtedness together with interest thereon and of any renewals, extensions, substitutions or modifications thereof, all without in any way impairing or limiting its rights under this guaranty.

Any amounts not paid by Guarantor to Teichert under this guaranty upon demand and when due shall bear late charges at the rate of eighteen (18) percent per annum or at the maximum rate then permitted by California law.

Guarantor waives any right or rights Guarantor might have to require Teichert to proceed against Customer, proceed against or exhaust any security provided by Customer, or pursue any other remedy in Teichert's power whatsoever.

Guarantor agrees to pay reasonable attorneys' fees and all costs and expenses which may be incurred by Teichert in connection with any legal proceedings initiated by Teichert for the purpose of enforcing this guaranty and/or collecting the indebtedness guaranteed by this guaranty from Guarantor and/or Customer, including but not limited to any proceedings in any state, federal or bankruptcy court.

Guarantor acknowledges that Guarantor's execution of this guaranty and all indebtedness secured by this guaranty arise out of Guarantor's conduct of a trade, business or profession.

Guarantor hereby authorizes Teichert to obtain credit information concerning Guarantor individually. Guarantor understands that this authorization includes inquiries directed to credit reporting agencies, seeking information concerning Guarantor's personal credit. Guarantor further agrees that Teichert may update such credit information at any time, in its sole discretion.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Signature Only)

WITNESSES: \_\_\_\_\_  
Name - Printed

\_\_\_\_\_  
\_\_\_\_\_

Continuing Guaranty accepted by Teichert at Sacramento, California this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Kenneth J. McCurdy, Credit Manager