



# Kitsap Quarry, LLC

## CREDIT APPLICATION

Customer No. \_\_\_\_\_

### INDIVIDUAL ACCOUNT INFORMATION

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Last Name	First	Middle	Date of Birth	Driver License#	Soc. Sec. No.
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Residential Address	City	State	Zip	Phone
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Billing Address	City	State	Zip	Phone
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Name, Address and Phone No. of Present Employer

### BUSINESS ACCOUNT

Circle the applicable Name: Corporation – LLC – Partnership – Sole Proprietorship

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Company Name	Company Phone	email
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Physical Address	City	State	Zip
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Billing Address	City	State	Zip
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Alt sales are taxable unless valid reseller permit is received. Sales Tax Applicable:  
YES      NO

Contractor Registration No. \_\_\_\_\_

# REFERENCES

## Bank References

Account Number _____	Account Number _____
Type of Account _____	Type of Account _____
Bank Name _____	Bank Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____

## Trade References

1.Name _____	Account # _____	Email _____
Address _____	Phone _____	
	Account# _____	Email _____
2.Name _____		
Address _____	Phone _____	
	Account# _____	Email _____
3.Name _____		
Address _____	Phone _____	

# TERMS AND CONDITIONS

**Customer warrants the above information to be 100% accurate and complete. Customer applies to Kitsap Quarry, LLC (KQ) for the right to make commercial purchases on an open account basis. Customer agrees that if credit is, or has been, extended, all purchases made from KQ will be subject to the following terms and conditions:**

**1. The Agreement.** The agreement between the credit applicant ("Buyer") and KQ ("Supplier") with respect to the sale of Product (the "Product") shall consist only of these terms and conditions, the personal guarantee, and the Parties' agreement as to price and quantity. If there is a fuel and/or environmental surcharge in effect, Supplier shall provide Buyer with a fuel and/or environmental surcharge schedule. Supplier shall not be bound by the terms of any form or purchase order produced by Buyer, unless the document is signed by company representative. This Agreement shall be for the benefit of Supplier and Buyer and not for the benefit of any other person. There are no agreements, promises or understandings, either verbal or written that are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions.

**2. KQ is not a lending institution.** This is not a revolving account. Customer promises to pay its account in full within thirty (30) days of invoice date. All past due amounts will accrue a late charge (or delinquent charge) at the Annual

Percentage Rate of eighteen-percent (18%) (1.5% per month). Customer agrees to pay all pre- and post-judgment attorneys' fees, costs, collection agency costs/fees and expenses incurred by KQ relating to this Account Agreement, the sale of goods and/or any default hereunder. Customer shall pay a \$25.00 fee for all returned or "NSF" checks.

**3. Price and Payment.** Prices quoted from Supplier are valid for 30 days from the date on the document containing the price and thereafter expire unless accepted in writing by Buyer before then. Sales tax is not included in the quoted price, unless specifically stated otherwise.

**3. Delivery.** Buyer shall inform Supplier of the delivery address at the time of sale so that the transportation charge can be computed in the sales price. Supplier's quoted delivery price assumes delivery by truck and trailer. If Buyer desires delivery by either transfer truck or by truck without a trailer, Buyer should inform Supplier and obtain a separate quote. If the shipping destination involves a construction project covering a large area, and Buyer does not inform Supplier of the specific drop off point at the project, Supplier reserves the right to charge \$ 85 per hour for trucking time spent between arrival at the project and arrival at the unloading point at the project. If the Product is delivered by truck; Buyer shall have no more than 30 minutes to unload the Product from the truck from the time that the truck arrives at the delivery address. Otherwise, Buyer shall pay \$85 per hour until the Product is unloaded from the truck. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Supplier of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Supplier's reasonable control. Supplier shall in good faith endeavor to meet estimated delivery dates. Supplier reserves the right to withhold delivery of the Product if, for any reason, Buyer fails to pay to Supplier any portion of the purchase price for the Product(s) in the amount(s) and at the time(s) specified in the Contract.

**4. Rights to Reject and Revoke.** Buyer shall notify Supplier in writing of any defects in, damage to, or nonconformance of the Product within three (3) business days from Buyer's receipt of the Product, otherwise Buyer waives its right to reject the Product. Thereafter, Buyer shall be deemed to have accepted the Product.

**5. Risk of Loss.** Buyer assumes all risk of loss of Product upon delivery.

**6. Termination or Modification.** The Agreement may be modified or terminated only upon written approval by a KQ representative. If all or part of the Agreement is terminated, Buyer, in the absence of contrary written agreement with Supplier, shall pay any outstanding debt.

**7. Limitation of Liability.** Buyer hereby waives any right it might otherwise have to seek consequential damages from Supplier, including delay damages. Supplier's maximum liability to Buyer for any and all claims and causes of action whether it be breach of contract, breach of warranty, negligence or indemnification, but not including intentional torts, shall be limited to and shall not

exceed the amount of money that Buyer previously paid to Supplier concerning the Product at issue in the dispute, or replacement of the Product, whichever Supplier chooses at its sole discretion. If Buyer desires a higher liability limitation amount or removal of the liability limitation amount altogether, Buyer should contact Supplier prior to the sale and a higher Product sales price will be negotiated. Supplier shall not be responsible for any defect in Product that is created after the Product is shipped from Supplier, including Product subjected to misuse, misapplication, neglect, accident or improper handling or storage or which has been altered or misbranded by anyone other than Supplier or its authorized representative or modifications to or adaptations of the Product made by Buyer or others. In addition, Supplier shall not be liable on any claim for non-conforming Product which is not made within three (3) days after such Product has been received by Buyer.

**8. Time Limit for Lawsuit.** Any lawsuit filed by Buyer against Supplier must be filed no later than one year after Buyer's purchase of the Product at issue or be forever barred.

**9. Governing Law/Venue/Attorney Fees.** Any dispute, claim or controversy arising out of, or between the Parties concerning this Agreement shall be governed by the law of the State of Washington; venue for a lawsuit shall be in Kitsap County, Washington; and the prevailing party shall be entitled to an award of reasonable attorney fees and costs. There shall be only one prevailing party. The prevailing party shall be the one party in whose favor a monetary judgment is awarded after netting all claims and counter claims.

**10. Miscellaneous.** Failure of Supplier to insist upon performance of any provisions of these Terms or to exercise any rights here under shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. If any term, provision, undertaking or restriction contained in these terms and conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Any notice or request required or permitted to be given in connection with these terms and conditions shall be sent by mail, prepaid, return receipt requested, by email, with receipt confirmed, by express delivery service to the address set forth on Supplier's purchase order or to any other business address furnished in writing by the intended recipient to the sender or by any means that produces written confirmation of delivery to the intended recipient. The date of notice shall be deemed to be the date on which such notice has been sent by email, received by mail, or by express delivery service.

**11. Credit Check.** The undersigned consent(s) to KQ use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the above Credit Application. The undersigned authorize(s) KQ to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit. Customer, Customer's agents/principals and guarantor(s) authorize KQ at any time to inquire into and obtain from any bank, lending institution, credit reporting agency or other

reference, whether or not listed in the above Credit Application, any and all information relating to Customer's credit worthiness or financial condition and/or Customer's principals'/agents' personal credit worthiness or financial condition and/or guarantor's personal credit worthiness or financial condition. The undersigned knowingly consent(s) to the use of such credit report/information consistent with the Federal Fair Credit Reporting Act (15 U.S.C. @1681 et seq.). Customer understands that KQ may report Customer's performance under this Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which KQ has the right to lien and/or a project owner or upper-tier contractor. Customer agrees to release, defend, indemnify and hold fully harmless KQ and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.

**12. Partial Payments.** Acceptance by KQ of less than full payment of any amounts due from Customer shall not be construed as a waiver of its rights hereunder or at law. Payments received by KQ may be applied to such portion(s) of Customer's unpaid account balance as KQ deems appropriate.

**13. Warranty.** For all goods sold, and unless otherwise expressly agreed to by KQ in writing, **KQ HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In no circumstance, whether as a result of breach of contract, tort (including without limitation negligence) or other grounds, shall KQ be liable for **SPECIAL, INDIRECT, CONSEQUENTIAL OR LIQUIDATED DAMAGES** (including, without limitation, lost profits/revenues) of Customer or claims of any third party against Customer (pass-through claims) for such damages. Customer agrees to release/waive any claims against KQ for any damage to Customer's real or personal property and adjacent properties caused by or relating to delivery of the goods. Customer further agrees to defend, indemnify and hold KQ fully harmless for any damage to the real or personal property and adjacent properties of Customer or third parties caused by or relating to delivery of the goods. All claims of Customer (including pass-through claims of another contractor or owner) relating to alleged (1) quantity or delivery errors and/or (2) defective, non-conforming and/or unacceptable goods shall be **WAIVED** by Customer unless made in detailed writing to KQ within three (3) days after delivery (or Customer pickup) of the goods. All claims of Customer relating to alleged pricing errors shall be **WAIVED** by Customer unless made in detailed writing to KQ within ten (10) days after receipt of the applicable Invoice. Customer's sole/exclusive remedy for ANY breach or default on the part of KQ shall be to require KQ, at KQ sole option, to either 1) refund the purchase price for the goods sold hereunder, or 2) provide Customer with conforming replacements for any nonconforming goods. Under no circumstances shall KQ liability on any claim for loss or damages exceed the price of the goods actually received from customer with regard to which such claim for loss or damage is made. Customer expressly and knowingly waives the right to a jury trial on any issues relating to this account and/or sales of goods.

**14. Notification of change of ownership or address.** Customer agrees to notify KQ, in writing, thirty (30) days prior to any change in the ownership, name or business structure of Customer and further agrees to be jointly and severally liable for all purchases by the new business structure and / or owners should said notification not be given. KQ may, regardless of the terms herein or on any Invoice, require all outstanding account

balances be paid in full on demand upon change in ownership and/or business any line of credit desired or approved is not a limitation of liability, and it will be responsible for valid charges in excess of a line of credit either desired or approved. KQ shall have no obligation whatsoever to make any sale to Customer or to extend credit to Customer -- should credit be granted, KQ may increase, decrease or terminate any credit availability at any time in its sole discretion. Customer agrees to timely provide in writing to KQ information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds/retainage or construction liens

Section headings are for convenience only and are not to be construed as part of this Agreement.

I AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AND CERTIFY THAT ALL OF THE INFORMATION PROVIDED TO SUPPLIER IS CURRENT AND ACCURATE.

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned, in consideration of Supplier's extension of credit to Buyer, personally guarantees to Supplier, payment of all existing and future obligations and debt of Buyer to Supplier per the terms of the credit application. This personal guarantee shall apply not only to transactions between Supplier and Buyer, but also to transactions between Supplier and: (1) any company or entity that results from the incorporation, formation, merger or other form of reorganization of Buyer; (2) Buyer's successor; and (3) any company or entity in which the undersigned owns or holds an ownership interest at the time of the transaction(s) at issue. This is a continuing guarantee and shall remain in force until: (1) Supplier receives written notification of cancellation, and (2) Supplier provides the undersigned with written acknowledgment of cancellation. Cancellation shall not affect any obligation arising hereunder prior to receipt of cancellation notice. The undersigned agrees to pay all costs, expenses and attorney fees incurred by Supplier if legal action is taken to enforce this personal guarantee.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date of Birth or SSN \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Name of Spouse \_\_\_\_\_ Spouse's Date of Birth or SSN \_\_\_\_\_