

**APPLICATION FOR CREDIT AND AGREEMENT**

Business Name		Date	
Mailing Address		City	State Zip+4
Street Address		City	State Zip+4
Telephone ( )	FAX Number ( )	Year Established	Anticipated monthly dollar volume with Reed & Graham, Inc. \$
Contractors License No. & Classification		Type of Business	
Purchases for Resale? Yes <input type="checkbox"/> No <input type="checkbox"/>	Resale Tax No.	Purchase Order No. Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Job No. Required? Yes <input type="checkbox"/> No <input type="checkbox"/>
Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietor <input type="checkbox"/> Individual		Accounts Payable Contact	

**REED & GRAHAM, INC. SALES REPRESENTATIVE**

**NAMES OF PRINCIPALS:**

<input type="checkbox"/> President <input type="checkbox"/> Partner <input type="checkbox"/> Owner	Residence Address	Social Security Number	Residence Telephone No. ( )
<input type="checkbox"/> Vice-President <input type="checkbox"/> Partner <input type="checkbox"/> Owner	Residence Address	Social Security Number	Residence Telephone No. ( )
<input type="checkbox"/> Secretary-Treasurer <input type="checkbox"/> Partner <input type="checkbox"/> Owner	Residence Address	Social Security Number	Residence Telephone No. ( )

**MATERIAL SUPPLIERS/TRADE:** Name and City Telephone No. (FAX Number)

1.	( )	( )
2.	( )	( )
3.	( )	( )
4.	( )	( )
5.	( )	( )
6.	( )	( )

**BANK REFERENCES:**

Bank	Branch	Person to Contact	Telephone No. ( )	Account No.
Bank	Branch	Person to Contact	Telephone No. ( )	Account No.

**INSURANCE REFERENCES:**

Insurance Co.	Agent
Agency Address	Telephone No. ( )
Bonding Company	Agent
Agency Address	Telephone No. ( )

Reed & Graham, Inc. and any credit bureau or other investigative agency employed are hereby authorized to investigate any reference herein listed or statements or other data obtained from applicant or any other person pertaining to applicant's credit and financial responsibility. Buyer agrees to the terms on the reverse side of this application which are an integral part of this application and agreement. **A FAXED COPY OF THIS CREDIT APPLICATION WILL BE CONSIDERED THE ORIGINAL.**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_

# TERMS

In consideration of the processing by Reed & Graham, 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 "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. Payments of credit sales shall be due 30 days from Date of Sale, unless otherwise stated on sales agreement. If a discount is offered, it will be indicated on the invoice and may be taken if payment is received on or before the 10<sup>th</sup> of the month following date of purchase.
2. Interest shall accrue on all past due amounts over 30 days, at the rate of 1 1/2% per month, annual rate of 18% per annum, or at the maximum rate permitted by law. Payments that do not specify invoice numbers shall first be applied to any finance Charges due, and the remainder to be applied towards the oldest principal balance outstanding.
3. Balances that age to 60 days will affect the status of the account, causing a temporary closure until said balances are paid including the accrued Finance Charges.
4. In the event a lawsuit to collect amounts not paid when due, the prevailing party shall be entitled to recover costs of suit and reasonable attorney's fees. In the event a lawsuit is commenced, and Buyer should want to pay off the amount in full prior to judgement, Seller shall, in addition to principal and interest, be entitled to attorney's fees and costs of suit incurred to that point.
5. A fee of \$20.00 will be charge on all returned checks.
6. Buyer agrees to promptly obtain and furnish to Seller upon written or oral request, information needed by Seller for proper filling and service of a California Preliminary Twenty (20) Day notice under the mechanics lien laws.
7. In addition to any other security given to Seller or that Seller may have, Buyer, to the extent of any monies due for materials furnished by Seller to Buyer to or for a particular project, assigns to Seller any mechanics lien laws pertaining to public or private construction, or against contract proceeds or retainages payable to Buyer in regard to such project. Seller agrees, upon buyers request, to execute documents and perform any acts necessary or appropriate to perfect or pursue such claims or rights or to permit Buyer to perfect or pursue such claims or rights whether in Seller's name or otherwise.. Buyer shall reimburse Seller reasonable legal expenses, including attorneys fees, if incurred by Seller in pursuit of such claims or rights.
8. Regardless of the location of Buyers residence, jurisdiction for the enforcement of all and any transactions made, pursuant to this credit application shall be performed in the County of Santa Clara, State of California. The laws and decisions of the State of California shall govern all transactions taking place between the parties.
9. Except as otherwise provided by written contract, title for materials pass from Seller to Buyer F.O.B. plant, F.O.B. common carrier, or when delivered by Reed & Graham, Inc.
10. Buyer shall be entirely responsible for the manner in which any materials purchased are used or modified by Buyer. Buyer shall defend, indemnify and hold harmless Reed & Graham, Inc. against any claims of third parties arising from or relating to Buyers use or modification of such materials. Seller makes no representations or warranties that any product will meet any particular specification. **SELLER PROVIDES NO WARRANTIES FOR ANY PRODUCT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
11. All payments by Buyer shall be made to Reed & Graham, Inc. at its principal place of business, P.O. Box 5940, San Jose, CA 95150.
12. This credit application and agreement shall continue in full force and effect until Seller shall receive from Buyer written notice of revocation and/or change of status. Notice of revocation and/or change of 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.
13. The person filling out this application declares under penalty of perjury that information provided herein by applicant is true and correct, and that he or she is authorized to sign this agreement on behalf of Buyer.

# CONTINUING GUARANTY

For value received, and the further consideration of any credit that Reed & Graham, Inc. 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 Reed & Graham, Inc. 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 service from Reed & Graham, Inc.

The Liability of Guarantor shall not be affected by the amount of credit extended, by any charge 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 therefore. 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 party thereof, or any matter in respect thereto, is hereby expressly waived. This guaranty shall continue in full force and effect until such time as Reed & Graham, Inc. 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 Reed & Graham, Inc. at its office, P.O. Box 5940, San Jose, California 95150, of such notice.

Liens, statutory or otherwise, and security for any kind of payment of any said indebtedness together with interest thereon and of any renewals, extensions, substitutions or modifications thereof, may be effected, received, renewed, extended, relinquished, substituted, modified, and/or enforced, as Reed & Graham Inc., deems appropriate, all without notice to Guarantor, and without impairing the liability under this guaranty.

Guarantor agrees to pay reasonable attorneys' fees and all of the costs and expenses which may be incurred by Reed & Graham, Inc. in the enforcement of this guaranty and the indebtedness guaranteed thereby.

Any amounts not paid by Guarantor to Reed & Graham, Inc. under this guaranty upon demand and when due, shall bear late charges at the rate of 18% per annum or the maximum rate permitted by law.

Guarantor waives any rights Guarantor might have to require Reed & Graham, Inc. to first proceed against Customer or any security provided by Customer, or pursue any other remedy.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

