

Attached is Salmon Bay Sand and Gravel's Credit Application. Please completely fill out our Credit Application and sign the Terms and Conditions on the second page. **Credit Applications will be processed only if the Terms and Conditions are signed.**

If your purchases will be for resale, please send us a copy of your "Reseller Permit" issued by the Department of Revenue.

Once the documents have been completed, you may either:

Email them to rvenn@sbsg.com

or

Fax them to (206) 297-4691, Attn: Ron Venn

or

Mail them to Attn: Ron Venn
Salmon Bay Sand & Gravel
P.O. Box 70328
Seattle, WA 98127

Normally, it takes 2-3 business days to process a credit application.

Thank you for your interest. We look forward to working with you soon.

Should you have any questions, please feel free to call Ron Venn at (206) 297-4650.

CREDIT APPLICATION

DATE: _____

Sales Rep: _____

Attn: Credit Dept.
5228 Shilshole Ave NW
PO Box 70328
Seattle, WA 98127



PHONE: (206) 784-1234
(800) 774-8999
FAX: (206) 297-4708
www.sbsg.com

Firm/
Applicant _____

Corporation _____ Limited Liability Co. _____ Partnership _____ Individual _____ Phone () _____

Address _____ Cell () _____

City _____ State _____ Zip _____ Fax () _____

Physical Address (if different than above) _____

City _____ State _____ Zip _____ Phone () _____

Trade Style _____ # of employees _____ Yrs in Business under this name _____

State of Washington Contractor License No. _____ Exp. Date _____

Bonding Company _____ Bond # _____ City _____

Regular Bank _____ Branch _____

Phone () _____ Account No. _____

Currently Arranging
Construction Financing with _____ Branch _____

Phone () _____ Person Contacted _____

Trade/Supplier Reference

Name _____

City, State _____

Phone # () _____ () _____ () _____

Fax # () _____ () _____ () _____

-- FAX NUMBERS REQUIRED FOR ALL REFERENCES --

Principal's Names	Title	Spouse's First Name	Home Address	Social Sec. No.	Date of Birth
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Do you pay Sales Tax? Yes ___ No ___
(if "no", please provide a copy of your current Reseller Permit)

Are your purchases for personal use? Yes ___ No ___ Credit Limit Requested \$ _____

Have you purchased here under any other name? _____ Have you been involved in business before? _____

Yes ___ No ___ _____ If "yes", please give name Yes ___ No ___ _____ If "yes", please give name

Have any principals been owners, officers, or directors of any WA state Contracting Company? Yes ___ No ___

Have you or any of the principals in your company ever declared bankruptcy? Yes ___ No ___

**SALMON BAY SAND & GRAVEL COMPANY
TERMS AND CONDITIONS**

The undersigned (“Applicant”) makes this Credit Application (“Application”) to Salmon Bay Sand and Gravel Co., Inc. (“SBSG”), and hereby agrees to be bound by all the Terms and Conditions contained herein. All decisions concerning the extension or continuation of credit shall be in the sole discretion of SBSG. The Applicant further agrees to provide SBSG with an updated Credit Application upon request as a condition for the continued extension of credit. SBSG may terminate any credit availability at any time within its sole discretion. The Applicant acknowledges and agrees SBSG may utilize outside credit reporting services to obtain information deemed necessary to evaluate credit worthiness.

PAYMENT TERMS. Payment is due in accordance with invoice terms. Payment of each SBSG invoice is not contingent upon receipt of payment from others. It is understood SBSG may impose and collect finance charges on any amounts past due at a rate of one and one-half percent (1.5%) per month or any amount allowed by law. All payments may be applied against open charges at SBSG’s sole discretion.

ENFORCEMENT OF TERMS. In the event payment is not tendered in accordance with terms and this account is referred to collections, Applicant agrees to pay collection costs equal to a minimum of twenty-five percent (25%) of the principal amount. If action by an attorney is instituted, Applicant agrees to pay reasonable attorney fees and costs. Applicant further agrees that SBSG has the right to bring a lawsuit, lien foreclosure or any other available remedy against the Applicant or any guarantor. The prevailing party in a lawsuit shall be entitled to recover all suit costs and collection of any judgment, including reasonable attorney fees and costs.

DELIVERY TERMS. Except for concrete, sand and gravel deliveries and unless otherwise agreed in writing between the parties, all shipments shall be FOB SBSG. SBSG will use its best efforts to ship and deliver any merchandise as promised. A scheduled delivery date is an estimate only. SBSG will not be liable for any delays in manufacturing, shipment, or delivery.

ACCEPTANCE. BUYER’S REQUEST FOR DELIVERY OF MATERIAL OR ACCEPTANCE OF MATERIAL CONSTITUTES ACCEPTANCE OF SBSG’S GENERAL TERMS AND CONDITIONS OF SALE.

INSPECTION OF MERCHANDISE. Except for concrete, sand and gravel, Applicant shall have 48 hours after receipt to inspect and either accept or reject the delivered merchandise. If the merchandise is rejected, SBSG must receive written notice. Failure to reject merchandise within 48 hours of receipt shall constitute irrevocable acceptance of the merchandise and admission that the merchandise complies with all specifications.

RETURNS. Merchandise returns will be refunded or credited if merchandise is returned in fewer than 30 days from date of purchase, the merchandise is in a saleable condition and the merchandise is accompanied by a sales receipt.

CANCELLATIONS. If Applicant cancels a scheduled concrete delivery order without sufficient notice, SBSG may charge Applicant a cancellation fee reflecting cost of labor and equipment.

INVOICE AND STATEMENTS. Applicant shall notify SBSG, in writing, of any dispute regarding SBSG’s invoices or statements within ten (10) days of invoice date. If Applicant does not give written notice, then the invoice shall be deemed accurate.

PURCHASE ORDERS. Applicant acknowledges the terms and conditions set forth herein constitute an Agreement between the parties. In no event shall preprinted terms and conditions on any Applicant’s documents, i.e., purchase orders, confirmations, acceptances, etc., modify or add to these terms unless specifically approved in writing by SBSG. Applicant’s orders shall be deemed to incorporate these Terms and Conditions.

SPECIAL ORDERS. If Applicant fails to take the ordered quantity of materials or cancels an order, SBSG may charge Applicant the material cost and any other costs associated with Applicant’s cancellation including freight or transportation fees. This policy applies to regularly stocked merchandise as well as nonstocked merchandise.

DISCLAIMER OF WARRANTIES. All merchandise is sold “as is.” SBSG makes no warranty of any kind, statutory, express, or implied. SBSG MAKES NO WARRANTIES PERTAINING TO RECOMMENDATIONS OR ADVICE GIVEN BY ITS EMPLOYEES. ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Merchandise not manufactured by SBSG is not warranted in any way by SBSG and carries only the manufacturer’s warranties, if any.

EXCLUSIVE REMEDIES. If the above disclaimer of warranties is void or otherwise unenforceable for any reason, including the failure of the parties to explicitly negotiate the warranty disclaimer or because the particular qualities or characteristics being disclaimed are not expressed, then the following provision shall apply: under no circumstances shall SBSG be liable for any incidental, special, or consequential damages of any kind or type, including, without limitation, business interruption costs, removal or reinstallation costs, loss of profit, loss of revenue, or loss of data. The limitation of damages covers any claims based on an alleged breach of warranty or other obligation, or any negligence on the part of SBSG, any officer, employee, or agent thereof.

VENUE AND JURISDICTION. Applicant acknowledges the venue brought by either the Applicant or SBSG shall be in Superior Court of the county in which a lien claim is filed by SBSG; if no lien claim was filed, jurisdiction would be in either the District or Superior Court of King County, State of Washington. Any claims by the Applicant arising under the Applicant purchase order, confirmation of purchase order, bill of lading, invoice, statement, or any other transaction between the parties must be commenced or asserted within one (1) year of the date of sale and delivery of the merchandise or services.

CHANGE IN OWNERSHIP, NAME OR ENTITY. Applicant agrees to notify SBSG in writing of any change in ownership, name, or entity. Applicant shall be liable to SBSG for any purchases by a subsequent buyer of Applicant’s business should Applicant’s notification not be provided in writing.

CERTIFICATION: The person(s) signing this Application certify authorization to make this Application and that all information contained herein is correct and complete to the best of their information, knowledge, and belief. The individual who is a principal of the Applicant, recognizing his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned as needed in the credit evaluation process.

Applicant Name

Principal Name – Please Print

Date

Principal Signature

Title