



CREDIT APPLICATION

Please return completed application to newaccounts@northgatereadymix.com

Business Name _____

Type of Account: Corporation Sole Proprietorship Partnership Limited Liability Company

Federal ID No / SS #. _____ Contractor's License No. _____ Bond Co. _____

Mailing Address _____ City _____ State _____ Zip _____

Street Address _____ City _____ State _____ Zip _____

Business Phone _____ Cell Phone _____ Fax Number _____

Contact Name for AP _____ E-mail Address _____ Phone _____ ext _____

Contact for job information _____ E-mail Address _____ Phone _____ ext _____

Contact Name for CPR _____ E-mail Address _____ Phone _____ ext _____

Prefer Invoices by: Email US Mail Both

Resale? Yes No Resale Certificate # _____

Please attach copy of resale certificate.

P.O. Required? Yes No

Please note that we prelien all qualifying projects.

PRINCIPAL OWNERS, OFFICERS, STOCKHOLDERS and/or DIRECTORS

(Please attach a separate sheet if more than 2)

Name _____ Name _____

Title _____ Title _____

Home Address _____ Home Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Phone _____ Fax _____

SSN# _____ CDL# _____ SSN# _____ CDL# _____

BANK REFERENCES

Bank _____ Phone _____ Fax _____ Account # _____

TRADE REFERENCES

1) Name _____ Acct # _____ Phone _____ Email/Fax _____

Address _____ City _____ State _____ Zip _____

2) Name _____ Acct # _____ Phone _____ Email/Fax _____

Address _____ City _____ State _____ Zip _____

3) Name _____ Acct # _____ Phone _____ Email/Fax _____

Address _____ City _____ State _____ Zip _____

The company to whom this application is made, or any credit bureau or other investigative agency employed by such company, is hereby authorized to investigate references herein listed or statements of other data obtained from applicant or any other person pertaining to applicant's credit and financial responsibility.

The person filling out this application declares under penalty of perjury that information provided herein by applicant is true and correct.

Signature (Principal or Authorized Agent Only)

Title

Date

(Type or print name of person signing)



Terms and Conditions: Unless other arrangements are agreed to in writing, Applicant agrees to pay NORTHGATE READY MIX by the following terms: Concrete, Aggregate, and all other purchases are to be paid by the 30th (thirtieth) day of the following month. In the event payment in full is not timely received, applicant agrees to pay a finance charge of one and one-half percent (1.5%) per month or the maximum rate of interest allowed by law, whichever is less. Credit may be suspended on accounts 45 days past due and business will be done on a COD basis until all past due amounts are paid in full. Any account may be closed at the discretion of NORTHGATE READY MIX. In the event legal action is undertaken to collect the account balance, Applicant agrees to pay reasonable attorneys' fees, and court costs incurred in collecting the account balance. Should NORTHGATE READY MIX prevail in a lawsuit to collect a past due balance, NORTHGATE READY MIX shall be entitled to recover the principal amount due with interest at 1.5%, the cost of the suit, and reasonable attorney's fees. A buyer who wants to pay a past due balance in full after a lawsuit has commenced will be obligated to pay the costs of the suit and attorney's fees which NORTHGATE READY MIX has incurred up through the time of payment.

Applicant agrees to indemnify and hold NORTHGATE READY MIX harmless from any claim of liability or liability which may arise from the use of goods and materials supplied by NORTHGATE READY MIX. Applicant authorizes NORTHGATE READY MIX to request and release account information to project owners, construction lenders and contractors. Applicant agrees to provide NORTHGATE READY MIX with information necessary for the preparation and filing of a preliminary notice and mechanic's lien.

Please acknowledge below that you have read and understood the above Statement of Charge Account Terms and Conditions by signing and returning this document.

Signature and Title (Principal Only)

Date

Print Name

Company Name

CONTINUING GUARANTY: In consideration of the above, I, hereinafter referred to as "Guarantor", personally guarantee payment of the above account including payment of attorneys' fees and court costs.

Guarantor acknowledges that this guaranty is, and shall, be an open and continuing guaranty and any, and all, liability which it applies, or may apply, shall be conclusively presumed to have been created in reliance of this guaranty, notwithstanding any renewals, modifications, additions, or extensions of credit.

Guarantor hereby waives (a) presentment, demand, protest, notice of dishonor, and notice of non-payment (b) the right if any to the benefit of or to direct the application of any security hypothecated to supplier until all indebtedness of applicant shall have been paid (c) the right to require the holder of proceed against applicant or to pursue any other remedy. In addition, Guarantor agrees that supplier may proceed against guarantor directly or independently of applicant and that the cessation of liability of applicant for any reason other than full payment or any extension, renewal, forbearance or acceptance, release or substitution of security or any impairment, suspension, of loss or any right to remedy of supplier against applicant, including the extension of the date payment is due or any security, shall not in any way affect the liability of guarantor hereunder.

Please acknowledge below that you have read and understood NORTHGATE READY MIX's Terms and Conditions and Continuing Guaranty by signing and returning this document.

Acknowledgement by:

Signature & Title (Principal Only)

Date

Print Name

Company Name



Compliance with California Labor Code section 1720.9

The purpose of this Agreement is to comply with California Labor Code section 1720.9, which requires that an entity delivering ready-mix concrete ("Seller") to a Public Works job ("PW job") enter into a written subcontract agreement with the party that requests delivery ("Buyer") of ready-mix concrete. In the event Buyer orders ready-mix concrete from Seller for delivery to a non-Public Works job, this agreement does not apply, and both parties agree they are exempt from the Public Works Labor Code. In the event Buyer does not provide a job specific sub-contract agreement for a PW job, this agreement meets the sub-contract compliance requirements on all PW jobs.

The following is agreed upon, for mutual consideration, sufficient and adequate to both Buyer and Seller:

1. This Standing Subcontract Agreement ("Agreement") requires compliance with the requirements of the Public Works Chapter of the Labor Code.
2. This Agreement is a binding contract between Seller and Buyer for the purpose of compliance with a Public Works job.
3. This Agreement is incorporated by reference into the Terms and Conditions of the Credit agreement, every quote, every order placed, every bill of lading weighmaster ticket detailing delivered concrete, and every invoice representing summary information of each ticket, which are representative of ready mix concrete ordered by Buyer.
4. Buyer shall inform Seller *in writing* prior to or at the time of ordering ready-mixed concrete whether the job name/site/number/owner/lender or other indicator of delivery address requires compliance with California State Labor Code Section 1720.9 ("PW Labor Code") for Public Works designations. Said designation identifies a job to require Prevailing Wage and be subject to specific administrative requirements.
5. Job information required to be provided to Seller on a PW Job includes General Contractor and public entity Name and mailing address, as well as DIR# with project description and address(es).
6. If Buyer gives written notice to Seller prior to, or at time of, ordering ready-mix concrete that delivery of requested material will be subject to PW Labor Code, Seller shall submit certified payroll records and any other records required by PW Labor Code to Buyer and applicable government agency, within required time limit of regulating law.
7. If Buyer fails to inform Seller in writing by the time the order for a PW job is scheduled with Seller for delivery: (a) Seller shall not be liable for any deductions or withholdings of contract payments on the PW job relating to the payment of prevailing wages; and (b) Buyer shall indemnify, defend and hold harmless Seller from any and all claims, underpayment assessments and penalties arising from any audit related to the payment of prevailing wages on the PW job.
8. The provisions of this Agreement are severable, and in the event that any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute, ordinance or regulation, then the remainder of this Agreement shall not be affected thereby, and shall remain valid and fully enforceable.
9. Each person signing this Agreement on behalf of the Party represents and warrants that he or she has the full legal capacity and authority to enter into this Agreement on behalf of the Party without further approval or consent of any person.

BUYER
 Company Name: _____
 dba name: _____
 By: _____ Title: _____

SELLER
 Company Name: Soiland Resources, LLC
 dba name: Northgate Ready Mix
 By: _____ Title: _____

Signature _____ Date: _____

Signature: _____ Date: _____