

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Business Entity is: \_\_\_\_\_ Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership

Year Business Established: \_\_\_\_\_

Names of Responsible Employees, Partners or Officers

Social Security #

Drivers License #

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Contractors License Number: \_\_\_\_\_ Classification: \_\_\_\_\_ Fed ID # \_\_\_\_\_

## Credit References

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

## Bank Account Reference:

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Contact: \_\_\_\_\_

## CREDIT TERMS

## APPLICANT AND GUARANTORS(S) AGREE TO BE BOUND TO SELLER BY THE FOLLOWING TERMS:

All bills are due and payable on the 10th day of the month following month of delivery. This is not an installment sales contract. A 2% monthly service charge will be added to all amounts that remain unpaid as of the date due. I/we agree to all terms and conditions contained on all invoices and delivery tickets which are incorporated herein and made a part of this Agreement.

All orders and deliveries are subject to sellers approval at time of shipment. Seller retains the absolute right to deny any shipment or sale of product if terms of payment are not satisfied by Applicant.

Applicant authorizes all credit references including the above named banks/institutions to provide credit information to Seller. I/we certify and warrant that all of the above information is true and correct to the best of our knowledge. I/we personally and unconditionally guarantee, both jointly and severally, any and all obligations incurred by Applicant to Seller and we further promise to pay reasonable attorney's fees and expenses which may be incurred in collection of this account. Applicant and Guarantor agree to the exclusive venue and jurisdiction of any State court in the County of property origin regarding any matter arising under this agreement. I/we do hereby waive notice of acceptance of the agreement, notice of default or non-payment and waive action required by any statute, against the applicant or guarantor(s). This is continuing guaranty. I/we agree to file written notice of any change in the principals, name or legal identity of Applicant 15 days prior to such change and guarantee payment to GoldStar Asphalt Products.

It is further agreed that a facsimile (faxed) copy of this agreement and the signatures shall be as good as the original.

Company Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(President, Partner, Owner, Officer or Authorized Agent) **Fax to (951) 940-9192 or Mail to Address Above.**