



VALLEY BUILDING MATERIALS

23271 Cherry Ave.
Lake Forest, CA 92630
Phone 949-598-0256 Fax 949-855-0621

**Original application must be mailed to
complete the application process!!**

Please Fax to help expedite Request

APPLICATION FOR CREDIT

NAME OF BUSSINESS _____

P.O. BOX _____ STREET # _____

CITY _____ STATE _____ ZIP _____ COUNTY _____

PHN# _____ CELL# _____ FAX# _____

CONTRACTORS LICENSE# _____ WE ARE A: CONTRACTOR () SUB CONTRACTOR () RESELLOR ()
ACTING AS: INDIVIDUAL () PARTNERSHIP () CORPORATION () LLC ()

Has your company been known by any other name? If yes _____

Have you or any company you have been associated with, or any current stockholders, partners or managers of the above applicant business, ever applied for credit at this or any other VBM facility? If yes, at which VBM facility and under what company name?

PRINCIPAL OWNERS OR STOCKHOLDER ARE: (IF ADDITIONAL ROOM NEEDED, PLEASE ATTACH SEPARATE INFORMATION SHEET)

1ST PRINCIPAL NAME _____ 2ND PRINCIPAL NAME _____

SS# _____ SS# _____

ADDRESS _____ ADDRESS _____

PHONE # _____ PHONE # _____

BANK REFERENCES: PERMISSION TO FURNISH BANK REFERENCES GIVEN BY _____ TITLE _____

ACCOUNT # _____ ACCOUNT # _____

PRIMARY BANK _____ 2ND BANK _____

PHONE # _____ PHONE # _____

PERSON AT BANK TO CONTACT _____

ESTIMATED MONTHLY PURCHASES _____

Are there any past or pending Bankruptcies, Judgments, and Liens or Suits (past or present) against you or your company?

Yes or No

IF YES, PLEASE EXPLAIN _____

TRADE SUPPLIERS (PLEASE LIST AT LEAST 3 MATERIAL SUPPLIERS):

<u>NAME</u>	<u>CITY</u>	<u>PHONE#</u>	<u>FAX#</u>

(OVER)

Second page must be completed and signed

TERMS AND CONDITIONS OF SALE

We understand that our terms of sale will be net paid by the 10th of the month following purchases. We agree to keep the account current and within terms, however any amount exceeding net terms will be assessed a service charge of 1 1/2% per month (18% per annum) on that part of the existing balance past due. In the event of default, the undersigned agrees to pay all costs of collection; including interest, 3rd party collection costs and all reasonable attorney fees Walnut Investment Co. LLC, dba Valley Building Materials (VBM) or their agent may incur to enforce payment of this obligation. The applicant agrees that all invoices and monthly statements are conclusive and accurate in all respects unless the applicant notifies VBM in writing within 10 days of receipt of the invoices or statement. The applicant further agrees to notify VBM in writing of any defects, overstock, damages, nonconforming goods, or any other reason that would cause the applicant to reject goods shipped by VBM, within 15 days of receipt of goods. The applicant's sole and exclusive remedy is replacement of the nonconforming goods or refund of the applicant's payment at VBM's sole option. All returns must be pre-approved by VBM. The applicant agrees that no consequential, incidental, liquidated, or other damages of any kind, shall be recoverable from VBM for delivery, delayed delivery, non-delivery, sale, or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort; and the applicant's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.

Jurisdiction for any action may, at the sole option of VBM, be the courts of the state of California with the Superior Court in the County of Orange being the proper venue. The applicant consents to such jurisdiction and venue. The undersigned hereby authorize(s) VBM to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The applicant warrants that it will use all goods purchased under this account for business purposes; and that the applicant is not a consumer as defined by any applicable federal or state usury law or consumer protection law.

Unless the applicant serves written notice of said change of business format by certified mail, return receipt requested, upon VBM at the above-indicated address, personal liability shall continue for the account balance incurred before said notice is received. Any change in the applicant's business structure shall not effect the applicant's obligations under this agreement, including the applicant's personal guarantee, unless VBM agrees otherwise in writing. The applicant cannot transfer or assign the account relationship without VBM's prior written consent. The undersigned does hereby agree to the terms of credit, service charges, and further hereby guarantees all indebtedness. The undersigned hereby signs this agreement and binds the foregoing business to the terms in the Credit Application and the individuals signing below as to the terms of the Guarantee below. The undersigned does hereby state that the information in this application is true and correct, and can be relied on by VBM. The undersigned authorizes the indicated companies to verify said information upon request.

The undersigned authorizes VBM to investigate our credit background through any credit agencies or references of their choosing and/or references listed here from time to time as needed. We hereby instruct all references to release any and all information requested. The undersigned releases VBM from all liabilities resulting from any information released or obtained.

GUARANTEE

I, we (in the event more than one person signs this guarantee), for and in consideration of the extension by VBM or any assumed name, trade name or fictitious name under which it trades or does business, hereinafter known as VBM, hereby unconditionally personally and individually guarantee, jointly and severally, the full and prompt payment to VBM of all indebtedness or other liability which the applicant at any time hereafter owes to VBM, together with all costs of collection; including interest, 3rd party collection costs and all reasonable attorney fees VBM or their agent may incur to enforce payment of this obligation and all costs of collection, including costs of enforcing this guarantee. I (we) waive diligence on the part of VBM in the collection of any indebtedness, and agree that VBM will be under no obligation to notify me (us) of the acceptance of the guarantee or of any credit extended on the face of this guarantee, or of any renewals or extensions of the indebtedness. VBM will have the privilege of granting renewals and extensions as it may deem proper. I (we) waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this guarantee. It will not be necessary for VBM, in order to enforce payment by me (us) of the indebtedness, to first institute suit or to pursue or exhaust its remedies against the applicant or against any other security which VBM may have. This is a continuing guarantee and may only be revoked upon written notice to VBM. A revocation will not effect any of my (our) obligations under this guarantee with respect to indebtedness incurred pursuant to the guarantee nor will it effect any obligation of any other guarantor signing this guarantee. This agreement shall bind the heirs and personal representatives of the undersigned. This continuing guarantee shall be governed by the laws of the State of California with the Superior Court in the County of Orange being the proper venue and the undersigned consents to such jurisdiction and venue.

If this guarantee is signed by more than one person, suit may be brought against the guarantors, jointly and severally, and against any one or more of them, less then all, without impairing the rights of VBM, its successors or assigns, against the others of the guarantors; and VBM may compound with any one of the guarantors for the sum or sums as it may see fit and release any of the guarantors from all further liability to VBM for the indebtedness without impairing the right of VBM to demand and collect the balance of the indebtedness from others of the guarantors not so released.

The undersigned does hereby agree to the terms of credit, service charges, and further hereby guarantees all indebtedness. The undersigned hereby signs this agreement and binds the foregoing business to the terms in the Credit Application and the individuals signing below as to the terms of the Guarantee above. The undersigned does hereby state that the information in this application is true and correct, and can be relied on by VBM. The undersigned authorizes the indicated companies to verify said information upon request.

FULL NAME OF COMPANY: _____

SIGNATURE

Please Print Name

SIGNATURE

Please Print Name

DATE:
(01/06)