Soiland Co., Inc.

CORRESPONDENCE: 7171 Stony Point Road, Cotati CA 94931 Phone: (707) 795-1775 Fax: (707) 795-9426 www.soilandrocks.com

SITE LOCATIONS:

Stony Point Rock Quarry 7171 Stony Point Road COTATI - (707) 795-1775 Soils Plus 4343 Stage Gulch Road SONOMA - (707) 996-3400 **Grab N' Grow** 2759 Llano Road SANTA ROSA - (707) 575-7275

CREDIT APPLICATION

Name of Business	<u></u>	······································		
Mailing Address		Street Address		
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conditions of the credit of personally guaranty to collect sums duthe above information is	extended. In consideration of ay and be responsible for pay nirty (30) days are subject to it is the hereunder, buyer agrees to put the and correct to the best of		ne undersigned does joi ounts due seller by buy event that seller is requi and by seller and court co	ntly and severally er. Delinquent tred to file suit in osts. I certify that
Signature	(Principal Only)	Title	Date	
	(Finicipal Only)			
	(Type or print name of per	son signing)		

Soiland Co., Inc.

STATEMENT OF CHARGE ACCOUNT TERMS AND CONDITIONS

Unless other arrangements are agreed to in writing, applicant agrees to pay the total balance due to Soiland Co., Inc. 30 days from the date of invoice. Some products include a courtesy discount of \$.25/ton, which will be allowed if full payment is received by the 10th of the month following purchase. In the event full payment is not received timely, applicant agrees to pay interest of 1.5% per month, or the maximum rate of interest allowed by law, which ever is less. Credit will be suspended on accounts 45 days past due, and purchases will be allowed on a COD basis at the managers discretion of Soiland Co., Inc. until all past due amounts are paid in full. Any account may be closed at the discretion of Soiland Co., Inc. 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.

Applicant agrees to indemnify and hold Soiland Co., Inc. harmless from any claim of liability, which may arise from the use of goods and materials supplied by Soiland Co., Inc. Applicant authorizes Soiland Co., Inc. to request and release account information to project owners, construction lenders and contractors. Applicant agrees to provide Soiland Co., Inc. 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		Company Name	
<i>O</i>	(Principal Only)		
		Date	
	(Type or print name & title of person signing)		

CONTINUING GUARANTY

The undersigned, 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, not with standing any renewals, modification, 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 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 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 Soiland Co., Inc.'s Continuing Guaranty by signing and returning this document.

Signature	Company Name
(Principal Only)	-
	Date
(Type or print name & title of person signing)	

Please fax completed application to (707) 795-9426 Or email to weighmaster@soilandrocks.com