

# DECORATIVE STONE SOLUTIONS, INC.

## Credit Application Agreement

PHONE (909) 356-5986 FAX (909) 356-5986

### Business Contact Information

Company Name:

Parent Company:

Proprietor/Partner's Name(s):

A/P Contact:

Phone:

Fax:

E-mail:

Physical Address:

City:

State:

ZIP:

Mailing Address:

City:

State:

ZIP:

### Business and Credit Information

Year Established?

How long at current address?

Is business incorporated?

Corporation Number:

Federal Tax ID

Has company or owners ever filed Bankruptcy?

Bank Name:

Bank Address:

Contact Name:

City:

State:

ZIP:

Phone:

Type of account

Account number

Savings

Checking

### Business and/or trade references

Please include at least one Rock/Stone company

**COMPANY NAME:**

Address:

City:

State:

ZIP:

Phone:

Fax:

E-mail:

Type of account:

**COMPANY NAME:**

Address:

City:

State:

ZIP:

Phone:

Fax:

E-mail:

Type of account:

**COMPANY NAME:**

Address:

City:

State:

ZIP:

Phone:

Fax:

E-mail:

Type of account:

### Agreement

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made with 30 days.
3. By submitting this application you authorize DECORATIVE STONE SOLUTIONS, INC. to make inquiries to the banking, savings, business, and/or trade references you have supplied.

### Signatures

Signature:

Signature:

Title:

Title:

Date:

Date:

**TERMS and CONDITIONS**

If credit is extended, the undersigned agrees that the following terms shall apply to all transactions with Decorative Stone solutions, Inc. (DSS)

- 1) The undersigned will inform DSS within 15 days of any change to the information provided in this application, particularly changes involving ownership, bankruptcy, or organizational form.
- 2) In the event payment is not made within 30 days, the undersigned agrees to pay a service charge not to exceed one and one half percent (1 ½%) per month, compounded, on the unpaid balance of the account.
- 3) In the event DSS employs an attorney to collect any delinquent payment, or to reclaim, sequester, protect, preserve, or enforce DSS's interests in any security given for payment of the balance due, the undersigned shall pay reasonable attorney's fees and all costs and expenses incurred incident to such employment.
- 4) Payments made on the undersigned's account will be credited first to cost of collection, if any, then to service charges, if any, and the remainder to principal, beginning with the oldest invoices first.
- 5) In the event the undersigned is delinquent on any payment, DSS shall have the right to terminate all future deliveries, if any, and declare the entire balance of the delinquent account, and all other amounts owed by the undersigned immediately due and payable in full without further notice or demand.
- 6) The undersigned agrees that any actions or proceedings relating directly or indirectly to the collection of any amount due or the enforcement of any right arising out of this agreement or the subject transaction may, at the option of DSS be maintained in the San Bernardino Municipal Court or in the Superior Court of the State of California, in and for the County of San Bernardino, as the amount in controversy requires, and hereby consents, to the jurisdiction of said court and waives any objection to venue of any action instituted therein.
- 7) The undersigned agrees to pay DSS for labor and materials rendered within a maximum of thirty (30) days, notwithstanding the refusal of any other related party to pay the undersigned. No retention will be held. No exceptions.
- 8) Disputes of any kind must be brought to DSS's attention in writing within 30 days of the date of the invoice. The undersigned agrees to waive their right to any and all claims after 30 days of the date of the invoice.
- 9) The undersigned agrees that orders given verbally will be honored the same as if the order was placed in writing. If your firm requires purchase orders, it is the undersigned's responsibility to advise DSS and to fax the purchase order to DSS.
- 10) No purchase order, agreement, contract (written or verbal) can alter this agreement.

**Submission of this signed credit application authorizes the release of credit information about applicant from credit reporting agencies in addition to sources submitted by applicant. Credit reports may be obtained from credit report agencies at DSS's discretion. Information obtained by Decorative Stone Solutions, Inc., from these sources will be kept in the strictest confidence. You should know that the Federal Equal Credit Opportunity Act prohibits creditors such as us from discrimination against credit applicants on the basis of the race, color, religion, national origin, sex, marital status, or age.**

Full Name of Firm \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

DECORATIVE STONE SOLUTIONS, INC.  
Credit Application Agreement  
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**Individual Personal Guarantee**

I, \_\_\_\_\_, residing at (home address) \_\_\_\_\_

For and in consideration of your extending credit at my request (firm name) \_\_\_\_\_

(hereinafter referred to as the "Company"), of which I am (title) \_\_\_\_\_ hereby personally guarantee to, Inc., in the State of California any obligation of the Company and I hereby agree to bind myself to pay Decorative Stone Solutions, Inc., on demand any sum which may become due to Decorative Stone Solutions, Inc. by the company whenever Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company. I do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature \_\_\_\_\_

Date \_\_\_\_\_