

**DECORATIVE STONE SOLUTIONS, INC.****Credit Application Agreement****PHONE (800) 699-1878 FAX (909) 356-1449****Business Contact Information**

Company Name:		D&B Number	
Parent Company:			
Proprietor/Partner's Name(s):		Driver's License #	Social Security #
A/P Contact Name & Phone Number:			
Main 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 only Landscape Material Suppliers, such as Rock, Stone**

<b>COMPANY NAME:</b>			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>COMPANY NAME:</b>			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>COMPANY NAME:</b>			
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 and conditions apply to all transactions with Decorative Stone Solutions, Inc. (DSS)

1. The undersigned warrants that the information on the credit application agreement (“Agreement”) attached hereto is accurate. The undersigned will inform DSS within 10 days of any change of the information provided in this Agreement. The undersigned will also inform DSS if the undersigned files for bankruptcy protection or an assignment for the benefit of creditors.
2. The undersigned agrees to pay DSS for labor and materials rendered within a maximum of thirty (30) days, notwithstanding a refusal of any other related party to pay the undersigned. No retention will be held, no exceptions. In the event payment is not made within thirty (30) days of the date of DSS’s invoice, the undersigned agrees to pay interest on the amount due at the highest interest rate allowed by law. The undersigned agrees that DSS shall withdraw any discount afforded to the undersigned if any payment is not made when due.
3. In the event DSS must employ legal counsel to collect any delinquent payment, reclaim any of DSS’s property, or file any legal action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs incurred. The undersigned also agrees that any actions or proceedings relating directly or indirectly to this agreement or any transaction involving DSS must be filed in either Federal or State Court in the County of San Diego, California. Furthermore, this Agreement and any controversy arising out of any transaction involving DSS and the undersigned will be subject to the laws of the State of California. Both parties expressly agree to waive jury trial.
4. Payment on the undersigned’s account will be credited first to cost of collection, including reasonable attorney’s fees if any, then to interest incurred and then the remaining 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 by the undersigned, immediately due and payable in full without further notice or demand.
6. Disputes of any kind must be brought to the attention of DSS in writing within thirty (30) days of the date of the invoices. The undersigned agrees to waive the right to any and all claims after thirty (30) days of the date of the invoice.
7. The undersigned agrees that orders given verbally will be honored the same as if the order was placed in writing. If the undersigned’s company requires a purchase order, it is the undersigned’s responsibility to advise DSS of same and to email the purchase order to DSS as soon as possible.
8. It is understood and agreed that the undersigned agrees to fully insure, at its own expense, all property delivered to DSS and transported by DSS against all insurable risks, including damage or destruction of such property to the negligence of all parties including but not limited to DSS or its agents and employees. Such insurance against any and all losses for which insurance is available and the policy of insurance shall provide that the insurer waives all claims of subrogation against DSS and its agents and employees.
9. In no event and under no circumstances shall DSS be liable to anyone for any loss profits or special, incidental, indirect or consequential damages whatsoever resulting from any of the undersigned's damaged property or delay in transporting said property, whether such damage or delay was caused by DSS, its agents or employees.
10. The undersigned warrants that is has the right to possess and transport the property submitted to DSS for storage and transportation.
11. DSS is not in the business of long term storage of any property. Accordingly, property is stored at DSS at the sole risk of the undersigned. Storage fees will be charged for all property stored at DSS. The undersigned has agreed to the storage fee schedule attached hereto.
12. The undersigned warrants that all property submitted and delivered to DSS by the undersigned or undersigned’s agent is compliant with all the laws of the United States of America. There are no concealed goods or unlawful paraphernalia amongst the property to be transported by DSS. All property carries appropriate safety warnings and said property does not contain any hazardous waste as defined by Federal or State law.
13. In the event the undersigned violates the terms and conditions of this agreement, the undersigned agrees to indemnify, hold harmless and defend DSS from any and all causes of actions and claims arising out of a breach of this agreement.

**The undersigned has carefully read and agreed to the above-mentioned terms and conditions. Agreed and accepted by:**

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

# Decorative Stone Solutions, Inc.

## Personal Guarantee

1. In order to induce Decorative Stone Solutions, Inc. (hereinafter referred to as DSS) to grant credit or additional credit to \_\_\_\_\_ (hereinafter called Debtor) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called Guarantor) hereby unconditionally guarantees to DSS the due and punctual payment, performance and discharge of all debts, obligations and liabilities of Debtor to DSS, whether direct, indirect, fixed, contingent, due or to become due, now existing or hereafter arising, including, but not limited to indebtedness arising on account of goods, merchandise or services sold or furnished to Debtor by DSS, together with any expenses of, for and incidental to collection, including reasonable attorneys fees (hereinafter called indebtedness). This Guaranty is an immediate, primary and original obligation of Guarantor and is an unconditional and continuing guaranty of payment.
2. This Guaranty shall continue in effect until revoked in writing by Guarantor or by his executor, administrator, successor or assign (herein collectively called successor) and a copy of such revocation has been duly delivered to DSS at the address shown below. No such revocation shall affect the obligation of Guarantor or his successor with respect to any indebtedness existing at the time of receipt by DSS of such revocation or arising out of or in connection with any transaction theretofore entered into by DSS with the Debtor, nor, in the case of multiple Guarantors of the indebtedness, shall revocation of this or any other Guaranty by any Guarantor or his successor affect the continuing liability hereunder of any other Guarantor not giving such notice of revocation.
3. GUARANTOR CONSENTS AND AGREES THAT, WITHOUT NOTICE TO GUARANTOR AND WITHOUT AFFECTING THE OBLIGATIONS OF GUARANTOR HEREUNDER, DSS MAY DO ANY OR ALL OF THE FOLLOWING: Compromise or settle any or all of said indebtedness; Extend, by renewal or otherwise, accelerate or otherwise modify the period of duration or the time of the payment, discharge or performance of any or all of said indebtedness; Release any or all parties to any or all of said indebtedness; Release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge, or payment of, any and all deposits and any other property securing the indebtedness of any Guaranty of the indebtedness on which DSS at any time may have a lien, or 3 may waive or refuse to enforce its rights, or make any compromise or settlement or agreement thereof, in respect of any and all such deposits and property; Release or substitute any one or more of the endorsers or Guarantors of the indebtedness, whether parties to this instrument or not; Assign any or all of the rights, benefits and privileges provided by this instrument. Guarantor further consents and agrees that DSS shall be under no obligation to marshal any assets in favor of Guarantor or against or in payment of any or all of the indebtedness, nor shall Guarantors liability on this Guaranty be contingent upon the exercise or enforcement by DSS of whatever remedies it may have against the Debtor or others, or the enforcement of any lien or realization upon any security DSS may at any time possess.
4. GUARANTOR DOES HEREBY WAIVE: Notice of acceptance hereof; Notice of the extension of credit from time to time given by DSS to Debtor and the creation of indebtedness and notice of the amount of indebtedness of Debtor to DSS, from time to time subject, however, to Guarantors right to make inquiry of DSS to ascertain the amount of indebtedness at any reasonable time; Notice of adverse change in Debtors financial condition or of any other fact which might increase Guarantors risk; Notice of presentment for payment, demand, protest and notice thereof to any instrument; and Notice of default and all other notices and demands to which Guarantor might otherwise be entitled. Guarantor further waives the right to require DSS to institute suit against Debtor or exhaust its rights and remedies against Debtor and any defenses arising by reason of any disability or other defense of Debtor.
5. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of DSS right to proceed in any other form of action or proceeding or against other parties unless DSS has expressly waived such right in writing.
6. Guarantor agrees to pay all expenses incurred by DSS in connection with the enforcement of its rights under this Guaranty, including court costs, collection charges and reasonable attorneys fees. This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of California. As part of the consideration for DSS granting credit to Debtor, Guarantor hereby agrees that all actions or proceedings arising hereunder will be litigated in California and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding may be made by personal service upon Guarantor wherever Guarantor may be then located. To the extent any provision of this Guaranty is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining provisions of this Guaranty.
7. This instrument constitutes the entire, final and exclusive agreement of the parties hereto and there are no promises, statements or representations of any kind or nature whatsoever other than herein contained. This Guaranty may be amended only in writing.
8. Guarantor hereby assumes full responsibility for obtaining any information concerning Debtors financial condition as Guarantor may deem material to its obligations hereunder, and Guarantor is not relying upon, nor expecting DSS to furnish it with any information in DSS possession concerning Debtors financial condition. By acceptance hereof, Guarantor hereby knowingly accepts the full range of risks encompassed within a contract of continuing guaranty which risks include, without limitation, the possibility that Debtor will contract for additional indebtedness for which Guarantor may be liable hereunder after Debtors financial condition or ability to pay its lawful debts when they fall due has deteriorated.

\_\_\_\_\_  
Signature of Individual Personnel Guarantor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print name of Individual Personnel Guarantor

\_\_\_\_\_  
Social Security Number of Guarantor

**All notices to DSS shall be delivered to the following address:  
197 Woodland Pkwy, STE 104 #813, San Marcos, CA 92069**