

Ralph Clayton & Sons
Clayton Sand Company



Clayton Companies

P.O. Box 3015
Lakewood, NJ 08701
(732) 751-7600
Fax: (732) 751-7618

CREDIT APPLICATION & PURCHASE AGREEMENT

Each of these entities is hereinafter referred to individually and/or collectively as "CLAYTON COMPANIES".

Thank you for considering the CLAYTON COMPANIES as your supplier. In consideration of a credit account with our company, this application must be completed in full, signed by the appropriate individuals, returned, and accepted by our office. **Please PRINT clearly.**

Salesman _____ Date _____

LEGAL NAME OF BUSINESS _____

DBA _____

BILLING ADDRESS _____ CITY _____ ST _____ ZIP _____

MAILING ADDRESS _____ CITY _____ ST _____ ZIP _____

BUSINESS PHONE (_____) _____ FAX (_____) _____

WEBSITE ADDRESS _____

A/P CONTACT _____ A/P EMAIL _____

TYPE OF BUSINESS: Private Corp. Public Corp. Individual Proprietorship Partnership Other
 LLC (please attached articles of formation and organization) Homeowner (spouse info & guarantee required)

FEDERAL ID # _____ STATE OF INC./FORMATION _____ DATE OF INC./FORMATION _____

OWNERS, OFFICERS, PRINCIPALS, & MEMBERS (Physical Addresses Required, no P.O. Boxes):

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

Are the owners/officers/principals/members affiliated with other businesses? YES NO

List the Names of any affiliated, subsidiary or parent companies of applicant. List the name(s) of any other businesses operated by any officer, partner, owner, principal or member, whether past or present: _____

Has the applicant, and/or its owners, ever done business with or received credit from the CLAYTON COMPANIES in the past? YES NO

If so, under what names? _____

BANK REFERENCES:

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ ACCOUNT # _____

BANK PHONE # (_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ CHECKING ACCOUNT # _____

BANK PHONE # (_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

*SIGNATURE authorizing release of banking information _____

TRADE REFERENCES (Please list Building Material Suppliers where credit has been extended, no contractors/sub-contractors)

(1) NAME _____ CITY _____ ST _____
 PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(2) NAME _____ CITY _____ ST _____
 PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(3) NAME _____ CITY _____ ST _____
 PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(4) NAME _____ CITY _____ ST _____
 PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

1. The applicant authorizes CLAYTON and/or its credit investigation agency to contact and receive information regarding applicant's business background, reputation, personal character, and credit worthiness.
2. The undersigned individual(s) who is/are either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, and hereby authorizes the use of a consumer credit report(s) on the undersigned by CLAYTON, and from time to time and as may be needed or deemed relevant or necessary, in the credit evaluation and monitoring process.
3. Applicant represents and warrants to CLAYTON that all statements made in this application are true and correct. Applicant hereby agrees to indemnify and hold harmless CLAYTON, its agents and employees from any liability, damage, claims, court costs, and/or attorney's fees resulting from any credit investigation.

IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS & CONDITIONS:

1. All payments are to be made within Net 30 days of the invoice date. Payments in default will be assessed a service charge of 1.5% per month (18% per annum).
2. Applicant accepts all responsibility for damage to vehicles or property when delivery is requested "off" public roads.
3. In the event that this account is placed for collection, applicant agrees to pay reasonable attorney and collection fees, the minimum to be no less than 30% of the uncollected balance, and, in addition to any court costs or fees that are incurred in connection with the collection of this account.
4. The Construction Lien Law requires an authorized representative to be on site to accept and receive deliveries from CLAYTON. We understand that this is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.
5. Applicant understands that any discrepancies in a delivery must be communicated in writing to CLAYTON within twenty-four (24) hours following the receipt of delivery. If no such communication has been confirmed by CLAYTON, it will be understood that the delivery was accepted, the delivery ticket will serve as a contract, and applicant will be obligated to pay for the materials in accordance with the CLAYTON credit agreement.
6. Applicant acknowledges that at the sole discretion of CLAYTON, all claims, disputes and matters in question arising out of or relating to the sale of material to Applicant and this agreement or breach thereof, shall be decided in binding arbitration and in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If CLAYTON elects to resolve a dispute through arbitration, the Applicant and Guarantor(s) consent to this method of adjudication and waive their right to a trial by jury with respect to the dispute and waive access to the courts to resolve any contractual, statutory or common law right, claim and/or defense except to confirm an arbitration award with respect to any arbitration conducted pursuant to this provision.
7. We (customer/credit applicant) understand that we must immediately notify Clayton Companies in writing via certified return receipt mail of any change in ownership, whether in the name of the entity or in the business structure or formation of the applicant and or a successor thereof under which credit is established.

I/We agree to the above and do certify that all statements made herein are true, correct and complete to the best of my/our knowledge; that said terms are not signed under duress and that I/we are authorized by Applicant to make this application.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

 Print Name

 X _____
 Signature Date

 Print Name

 X _____
 Signature Date

IF APPLICANT IS A CORPORATION SIGN HERE:

 Print Name of Applicant

 X _____
 Signature Date

 Print Name of Signatory and Title

