



902 Baldy Mountain Road
 PO BOX 405
 Sandpoint, Idaho 83864
 Office: 208-255-2611 - FAX: 208-255-5913

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Company Name:		Credit Amount Requested:
Phone:	Fax:	E-Mail:
Mailing Address		
City:	State:	Zip Code:
Date Business Commenced:		
Sole Proprietorship:	Partnership:	Corporation:
Tax ID or SS#:		

BUSINESS AND CREDIT INFORMATION

Primary Business Address:		
City:	State:	Zip Code:
How long at this address:		
Telephone:	Fax:	E-Mail:
Bank Name:		
Bank Address:		Phone:
City:	State:	Zip Code:
Type of Account:	Account Number	
Savings:		#
Checking:		#
Other:		#

BUSINESS/TRADE REFERENCES

COMPANY NAME:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-Mail:
Type of Account:		
COMPANY NAME::		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-Mail:
Type of Account:		
COMPANY NAME:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-Mail:
Type of Account:		

AGREEMENT

SEE REVERSE SIDE : Standard Terms and Conditions

Office Use Only:

Approved by:
Approved Limit:
Date:

PEAK SAND & GRAVEL INC. ("PSG")
CREDIT APPLICATION

STANDARD TERMS AND CONDITIONS

INVOICES. PSG will invoice Customer on a weekly basis unless otherwise agreed to in writing by PSG.

PAYMENT. Customer shall pay invoices in accordance with the terms stated thereon and these Terms and Conditions. Payment of this invoice is not contingent upon Customer receiving payment from another party. PSG may impose and collect finance charges on any amounts past due at a rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law.

ENFORCEMENT. In the event payment is not tendered in accordance with these Terms and Conditions, PSG reserves the right to suspend performance. Customer shall pay all PSG's costs in collecting overdue amounts, including reasonable attorney fees and costs, court costs, any expenses and finance charges. Nothing in these Terms and Conditions shall be construed as limiting PSG's remedies at law or in equity.

DELIVERY. A scheduled delivery date is an estimate only, and PSG will not be liable for any delays in delivery.

ACCEPTANCE. Buyer's request for delivery of material constitutes an acceptance of these Terms and Conditions.

REJECTION OF MATERIALS. After receiving the materials, Customer shall have 48 hours to inspect the materials and either accept or reject them. If the materials are rejected, PSG must receive written notice. Failure to reject materials within 48 hours of receipt constitutes an irrevocable acceptance of the materials and admission that the materials comply with all relevant specifications.

INVOICE AND STATEMENTS. Customer shall notify PSG, in writing, of any dispute related to PSG's invoices within ten (10) days of invoice date. If PSG does not receive written notice of a disputed invoice, then the invoice shall be deemed accurate.

PURCHASE ORDERS. Customer acknowledges the terms and conditions set forth herein constitute a binding agreement between the parties. In no event will the preprinted terms and conditions on any of Customer's documents modify or add to these terms unless specifically approved in writing by PSG. Customer's orders shall be deemed to incorporate these Terms and Conditions.

DISCLAIMER OF WARRANTIES. All materials are sold "as is." PSG makes no written, oral, express, implied, or statutory warranty of any kind. PSG MAKES NO WARRANTIES PERTAINING TO RECOMMENDATIONS OR ADVICE GIVEN BY ITS EMPLOYEES. ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. Customer's sole remedy for the purchase of the materials governed by these Terms and Conditions is limited to the amount of this invoice. Under no circumstances shall PSG be liable for any incidental, special, or consequential damages of any kind or type, including, without limitation, business interruption costs, removal or reinstallation costs, loss of profit, loss of revenue, or loss of data. The limitation of liability covers any claims based on an alleged breach of warranty or other obligation, or any negligence on the part of PSG, any officer, employee, or agent thereof.

VENUE. Unless otherwise required by law, venue for all actions arising from or related to this invoice shall be in Bonner County, Idaho.

JURISDICTION. Customer consents to personal jurisdiction in Bonner County, Idaho.

CHOICE OF LAW. These Terms and Conditions and all disputes related to it shall be governed, interpreted, and enforced pursuant to the laws of the State of Idaho, without giving effect to its choice of law rules.

SEVERABILITY. Should any provision of these Terms and Conditions be declared invalid or in conflict with any applicable laws, all other provisions will remain valid and fully enforceable.

WAIVER. Failure to enforce any of these Terms and Conditions does not constitute a waiver of the right to enforce these Terms and Conditions.

MODIFICATION OF TERMS. These Terms and Conditions cannot be modified without prior written consent of PSG.

CREDIT AGREEMENT

As consideration for Peak Sand & Gravel, Inc. ("PSG") extending credit to the undersigned ("Applicant"), Applicant hereby agrees to be bound to all PSG's Standard Terms and Conditions and the terms of this Agreement.

CREDIT. All decisions concerning the extension or continuation of credit shall be at PSG's discretion. The Applicant further agrees to provide PSG with an updated Credit Application upon request as a condition for the continued extension of credit. The Applicant acknowledges and agrees PSG may utilize outside credit reporting services to obtain information deemed necessary to evaluate credit worthiness.

CHANGE IN OWNERSHIP, NAME, OR ENTITY. Applicant shall notify PSG in writing of any change in ownership, name, or type of business entity within seven (7) days of the change. Applicant is liable to PSG for any purchases by a subsequent buyer of Applicant's business prior to the time PSG receives written notice.

CERTIFICATION. The person(s) signing this Application certify that they have authority to apply for credit on behalf of the Applicant and that all information contained herein is accurate and complete. The person(s) signing this Agreement further certify that they have read and understand the same. Any individual who is a principal of the Applicant, recognizing his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned as needed in the credit evaluation process.

Applicant Name

Title

By

Date