



**Lakeview
Rock
Products**

PO BOX 540700
NORTH SALT LAKE, UT 84054
PHONE: 801-292-7161
FAX: 801-295-0530



**Lakeview
Asphalt
Products**

Return your completed application to
michelle@lakeviewrock.com

CREDIT APPLICATION & AGREEMENT

Legal Business Name _____

Physical Address _____

Billing Address _____

Phone Number _____ Fax Number _____

Type of Ownership Corporation Limited Liability Company Partnership Sole Proprietorship Other _____

Type of Business _____ No. of Years in Business Under This Name _____ Tax ID # _____

Purchase Orders Required? Yes No Job Numbers Required? Yes No

Job Information Contact _____ E-Mail Address _____

Accounts Payable Contact _____ E-Mail Address _____

OWNERS/OFFICERS

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PHONE #</u>	<u>SOCIAL SECURITY NUMBER</u>

TERMS AND CONDITIONS OF OPEN ACCOUNT

This Credit Application & Agreement, and all information provided herein, will be considered as a request for one or more extensions of business credit to defer payment for the purchase of construction materials by Applicant from Lakeview Rock Products, Inc., and/or Lakeview Asphalt Products, LLC, and all subsidiaries and affiliates of each, for itself and on behalf of its subsidiaries, which shall hereinafter collectively be referred to as "Lakeview." By submitting this application to Lakeview, Applicant hereby agrees that this Credit Application & Agreement will apply to all sales to Applicant, as well as any and all affiliates and subsidiaries, and that Lakeview shall have the ability to enforce the terms and conditions hereof accordingly.

Applicant hereby agrees to payment terms of Net 30 from date of invoice for all purchases. All invoices unpaid after 30 days will be subject to a charge for interest at the rate of 1.5% per month (18% per annum), which will accrue on a daily basis from the date of invoice until paid in full. Applicant agrees to pay any and all costs of collection for past due amounts, including staff time, attorney's fees, court costs, filing fees, and any other related expenses incurred during the course of collection, regardless of the means of collection exercised by Lakeview, and that Lakeview may net any monies due from Applicant at Lakeview's sole discretion.

Applicant authorizes and consents to Lakeview obtaining any credit reports and other information it deems necessary from all available sources, on an ongoing basis, and to act as a credit reference by responding to inquiries from other creditors, trade associations, or potential creditors of Applicant regarding transactions and/or experiences with Applicant. Lakeview unconditionally reserves the right to limit or terminate any extension of credit to Applicant, at any time, at Lakeview's sole and absolute discretion.

DATED this _____ day of _____, 20____.

COMPANY NAME _____

SIGNED BY _____ TITLE _____

PRINT NAME _____

PERSONAL GUARANTEE

In consideration of Lakeview extending credit to _____ (Legal Business Name) I/we, the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to Lakeview, its affiliates, successors, and assigns from _____ (Legal Business Name) and its related entities (hereinafter collectively referred to as "Debtor"), together with interest at the rate of 1.5% per month on all amounts not paid within 30 days after invoice date, as well as all costs of collection for past due amounts, including staff time, attorney's fees, court costs, filing fees, and any other related expenses incurred during the course of collection, regardless of the means of collection exercised by Lakeview. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, or other indulgence granted to Debtor, or by agreement affecting said remedies against Debtor. The filing of suit or the exhaustion of collection efforts or legal remedies against Applicant shall not be a condition precedent to the enforcement of this guarantee, and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest, or diligence. This guarantee is understood to be without limit, and shall continue until Lakeview receives written notice of termination by the undersigned, and will remain in full force and effect with regard to all materials supplied by Lakeview under Applicant's account prior to any such termination regardless of any change in the Applicant's legal structure, or the existence of other entities or individuals legally distinct from Applicant benefiting from the services or materials supplied by Lakeview.

Signed By _____ Social Security Number _____

Print Name _____ Date _____