



APPLICATION FOR COMMERCIAL CREDIT

1401 N. Benson Ave., Upland, CA 91786 - Phone: 909-982-1553 Fax: 909-985-6473

Holliday Rock Co., Inc. and Holliday Trucking, Inc. herein referred to as (HOLLIDAY). For the purpose of procuring and establishing credit from time to time, with HOLLIDAY, the undersigned CUSTOMER furnishes the following information, including any attachments. CUSTOMER represents and warrants said information is true and correct. This application is valid for any HOLLIDAY company, its subsidiaries, heirs & successors.

Business/Trade Name _____

Mailing Address _____

Street Address _____

Office# _____ Home# _____ Cell# _____ Fax# _____

Contractors License # _____ Name on License _____

Parent Company (if any) _____

Type of Business: Sole Proprietor (SS# _____) General Partnership Limited Partnership
 Corporation (Date Incorporated _____, State Incorporated in _____, FED ID# _____)

Description of Business: General Contractor Concrete Contractor Engineering Contractor Owner/Builder
 Developer Masonry Contractor Landscaping Contractor Asphalt Contractor Other _____

Principal Owners (include officers if incorporated):

Name	Title	Home Address	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Where do you bank?

Name	Branch	Account Number	Account Type	Phone Number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List suppliers with whom you have an open account. All references are verified via fax, **fax number MUST be provided.**

Supplier Name	Phone Number	Fax Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has CUSTOMER or any of its Owners, Principals, Partners, Officers or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt or made an assignment for the benefit of creditors? Yes* No

Has a tax lien or civil suit been filed against CUSTOMER or any of its Owners, Principals, Partners, Officers or Directors within the past six years? Yes* No **If yes, attach additional sheets with dates and descriptive information.*

Do you have a particular job pending? Yes* No **If yes, please complete the following:*

Credit Department Diana Bohnhoff 909-972-0417	Quote # _____ Anticipated Start Date _____
	Project name, address or description _____
	How many yards/tons are on this job? _____

COMMERCIAL ACCOUNT AGREEMENT AND CONTINUING GUARANTY

for Holliday Rock Co., Inc. and Holliday Trucking Co., Inc. Hereinafter referred to as "HOLLIDAY"

Applicant _____ REFERRED TO AS THE "CUSTOMER"
and HOLLIDAY, a California corporation agree that the following terms shall apply to the account of the CUSTOMER with HOLLIDAY.

1. HOLLIDAY is authorized to extend credit to the CUSTOMER in the form of Purchases on account.
2. The following terms shall apply to the account: Net 10th prox., The account becomes delinquent if any invoice is not paid before the end of the month following the date of purchase.
3. In the event this account becomes delinquent, the CUSTOMER and any guarantor(s) agree; a) Interest will be paid at the rate of 18% per annum from the date of delinquency on the unpaid balance until paid in full; b) This account is a commercial account; c) Any collection action necessary or other litigation concerning this account or purchases under it shall be filed in the Los Angeles, Orange, San Bernardino superior/municipal Judicial District; and d) In the event any collection action is taken to collect this account, actual attorney fees, collection agency fees and costs will be paid by the CUSTOMER.
4. Failure to meet payment terms, time being of the essence, constitutes a material breach of this agreement. Immediately upon breach, HOLLIDAY is authorized to place CUSTOMER on C.O.D. status and/or terminate sales to CUSTOMER without further notice. Credit is conditioned on applicant and guarantor continuing to meet credit terms and policies of HOLLIDAY.
5. By signature below CUSTOMER authorizes HOLLIDAY and the references contained herein to release credit history for the purpose of extending or maintaining an account with HOLLIDAY.
6. This is not an installment sales contract. I/we agree to all terms and conditions contained on all invoices and delivery tickets which are incorporated herein and made a part of this agreement.
7. CUSTOMER agrees to furnish HOLLIDAY, on request, with copies of all "Bonds", "Contracts", "Notices of Commencements", purchase order(s), job numbers, job addresses and other information HOLLIDAY deems necessary to protect HOLLIDAY'S interests. CUSTOMER agrees that HOLLIDAY may send out any necessary notices required to secure available lien and/or bond rights and provide and disclose invoices and charges to Buyer's account to obtain payment from any third party. All materials are sold "as is", based on availability, without any warranty, express or implied including the warranties of merchantability and fitness for a particular purpose. In no event shall HOLLIDAY be responsible for consequential or incidental damages of any kind including, without limitation, any expense for removal or reinstallation resulting from any defect, including and delay damages, impact damages, lost profit, labor costs, equipment and tool costs, material costs, bond and insurance costs, home office overhead costs, jobsite overhead, interest and attorney's fees and claim preparation costs.
8. CUSTOMER and guarantor(s) agree to give written notice of any change in the principals, name or legal identity of CUSTOMER 15 days prior to such change. Seller may at any time change the credit terms of this account effective on mailing a notice of the change to applicant. Guarantor(s) waive any right to notice of any modification, supplement, extension, accord and satisfaction, amendment, termination or alteration of this Agreement, and further waives any right to notice or demand upon default by CUSTOMER and further waives any notice to any renewal, compromise or change in the time for payment by CUSTOMER or the terms of any obligation by CUSTOMER to HOLLIDAY, and that HOLLIDAY may do any of the foregoing upon any such terms and at such times as HOLLIDAY, in it's discretion, deems advisable, without impairing, affecting, reducing or releasing any of the terms of the guaranty. Any change may affect amounts owed on the date the change is effective as well as amounts due for purchases made after the change.
9. CUSTOMER is familiar with and understands the need for filing the California Preliminary Notice and agrees to furnish the informatin to HOLLIDAY on all jobs.
10. CUSTOMER agrees that if credit is extended based on a faxed copy of this application it will be considered as an original.

CUSTOMER _____ Date _____
Company Name (Applicant)

By _____ Social Security # _____
Signature and Title

Printed Name of Signer _____

If CUSTOMER is a Partnership, Joint Venture or Corporation the Principals of the Partnerships, Joint Venture or Corporations must also sign below.

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit, I/WE personally, jointly & severally guaranty payment of the obligations under the above account to HOLLIDAY. This guaranty shall apply to all present and future obligations of the above CUSTOMER & shall Continue to apply to all obligations incurred prior to written notice of termination of the agreement receipted for by an authorized employee of HOLLIDAY or mailed to HOLLIDAY, Certified Mail, Return Receipt Requested. I/WE waive notice & any right to require HOLLIDAY to proceed first against the above CUSTOMER or any security. I/WE also authorize HOLLIDAY, without notice or demand, and without diminishing MY/OUR liability hereunder, from time to time to renew, compromise, extend, accelerate or otherwise change the time for payment of or otherwise change the terms of the indebtedness or any part thereof.

In the event legal action is taken to enforce this Continuing Personal Guaranty, I/WE will pay all actual, collection and attorneys fees and costs.

Guarantor's Signature

Social Security #

Date

Guarantor's Signature

Social Security #

Date