

Customer Information:

Application must be completed in full to be processed

USver2009/JL

(Check all that apply)
Company Legal Name: _____ Residential Commercial Other _____

Address: _____ **PLEASE NOTE: All billings are sent by e-mail or fax only.**

City: _____ State: _____ Zip: _____ I prefer my billings to be sent by e-mail _____ Fax _____

Business. Phone: _____ Cell Phone: _____ Fax: _____ e-mail _____

Accts. Payable Contact: _____ Phone: _____ Fax _____ e-mail _____

Legal Status: Corporation Partnership LLC LLP Sole Proprietorship Other _____ Years in business: _____

Fed Tax ID# _____ Date of Incorporation: _____ State of Incorporation: _____

Taxable Status: Taxable Non-Taxable (*attach copy of exemption certificate, otherwise sales tax will be charged*)

Bank: _____ Contact: _____ Phone # _____ Fax# _____

Address: _____ Account #: _____ Type: Checking Savings Other _____

City/St/Zip: _____ Account #: _____ Type: Checking Savings Other _____

Officers / Owners of Company:

1) Name: _____ Title: _____ Home Address: _____
SS#: _____ Cell/Home Phone: _____ City/State/Zip: _____

2) Name: _____ Title: _____ Home Address: _____
SS#: _____ Cell/Home Phone: _____ City/State/Zip: _____

3) Name: _____ Title: _____ Home Address: _____
SS#: _____ Cell/Home Phone: _____ City/State/Zip: _____

Credit/Trade References (Material and/or Product Suppliers):

1) Company: _____ Phone: _____ Fax: _____

2) Company: _____ Phone: _____ Fax: _____

3) Company: _____ Phone: _____ Fax: _____

4) Company: _____ Phone: _____ Fax: _____

5) Company: _____ Phone: _____ Fax: _____

6) Company: _____ Phone: _____ Fax: _____

Type of Business: (check all that apply:)

General Contractor Masonry Concrete Home Builder Landscape / Excavation Concrete Forming
 Mechanical Waterproofing Fire-stopping Highway Contractor Other (list) _____

Product: (check all that apply:)

General Supplies & Tools Waterproofing Sealants & Caulking Coatings Blades & Accessories Insulation Geotextiles
 Erosion Control Highway Products Concrete Repair Concrete Forming Concrete Accessories Concrete Stain & Stamping
 Brick Natural Stone Cut Stone Cultured Stone® Masonry Tools & Supplies Insulated Concrete Forms Landscape Materials

Credit Terms and Conditions

Customer: _____

In consideration of Brock White Company, LLC and its divisions (hereafter called Brock White) extending credit to the Customer for the purchase of goods and/or services from Brock White, the Customer agrees to the following credit terms and conditions, including purchases made by e-mail, facsimile, phone, or on the internet.

The Customer authorizes Brock White to investigate the Customer's credit. This agreement authorizes the bank and trade references, provided on this Application for Credit, to respond to Brock White's credit inquiries. The Customer agrees that Brock White may check the bank and trade references provided in this Application, at any time, and that the Customer will provide an updated Application for Credit upon Brock White's request, as a condition of continued credit extension. The Customer will notify Brock White immediately in writing of any changes to information presented in this application, including, but not limited to changes in ownership, legal status, and/or company name. Failure to do so shall result in default. The undersigned authorizes Brock White to obtain commercial and/or consumer credit reports, as deemed necessary, to be used to evaluate the extension of credit for business purposes.

Brock White's terms of sale are Net 10th Prox. Payments on invoices, issued to the Customer by Brock White, are due by the 10th of the month following the invoice date. Finance charges are assessed if payment is not received by the last day of the month following invoice date. The Customer acknowledges and consents to pay the applicable terms of sale as presented on Brock White's invoices. Failure to make payments within Brock White's terms and conditions shall result in default. Upon default by the Customer, all amounts owed by the Customer to Brock White shall become immediately due and payable, and Brock White may impose a finance charge of 1.5% per month (18% annualized), or the maximum allowed by law, on all defaulted amounts until paid in full. The Customer agrees to pay for all costs of collection or attempts thereof, including but not limited to attorney fees and costs, interest fees, and/or collection agency fees, for any amount in default.

The Customer attests financial ability to pay Brock White's invoices within all terms and conditions of sale. Full terms and conditions of sale are available upon request, or at www.brockwhite.com. The Customer acknowledges faxed and digitized copies of this executed application have the legal status of the original document. Any actions between Brock White and the Customer to this agreement may be brought in any county where Brock White conducts business at the option of Brock White. This agreement shall be governed by and enforced in accordance with the laws of the State of Minnesota.

The Customer acknowledges that all information provided in or with this Application for Credit is true and correct. The terms and conditions of this application, upon extension of credit, shall constitute an agreement of sale. The Undersigned has read and understands the terms and conditions contained herein, agrees to be bound to said terms and conditions, and is authorized to execute this document of behalf of the Customer.

_____	_____	_____	_____
Authorized Signature for Customer	Printed Name	Title	Date

Personal Guaranty of Payment

The undersigned, in consideration of Brock White's extension of credit to the Customer, agrees to unconditionally, and irrevocably personally guarantee payment of the Customer's account with Brock White when due, or upon demand thereafter, with interest, and without deduction for any claim of set-off, or counterclaim of the Customer, or loss of contribution from any co-guarantor, together with all expenses of collection and reasonable attorney fees incurred by Brock White by reason of the default. Brock White may exercise its rights under this guarantee without first taking any action against the Customer. The undersigned waives notice of default and non-payment, and consents to the extension or modification of credit terms to the Customer by Brock White without notice.

This is a guarantee of payment. The obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to Brock White. This obligation is enforceable before or after proceeding against the Customer, or against any security held by Brock White. This obligation shall be effective regardless of the solvency or insolvency of the Customer at anytime, and regardless of any extension or modification of the indebtedness of the Customer by operation of law. This obligation is effective regardless of any subsequent incorporation, reorganization, merger, or consolidation of the Customer, or any other change in the composition, nature, personnel, or location of Customer.

This guarantee is continuing and unlimited, and may be terminated only upon receipt of written notice of termination by Brock White. Such notice shall be sent Certified or Registered mail via the U.S. Postal Service. Revocation notice must be addressed to Brock White, Company, LLC, Attention Credit Manager, 2575 Kasota Avenue, St. Paul, MN 55108. Revocation of the guarantee pertains only to materials or services sold to the business thirty days after receipt of such revocation. This agreement shall be construed and governed by the laws of the state of Minnesota.

_____	_____	_____	_____
Signature of Guarantor	Printed Name	Social Security #	Date