

Soiland Co., Inc.

CORRESPONDENCE: 7171 Stony Point Road, Cotati CA 94931
Phone: (707) 795-1775 Fax: (707) 795-9426 www.soilandrocks.com

SITE LOCATIONS:

Stony Point Rock Quarry
7171 Stony Point Road
COTATI - (707) 795-1775

Soils Plus
4343 Stage Gulch Road
SONOMA - (707) 996-3400

Grab N' Grow
2759 Llano Road
SANTA ROSA - (707) 575-7275

CREDIT APPLICATION

Name of Business _____

Mailing Address _____ Street Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

Purchasing Agent Name _____ E-mail _____

Other Contact _____ E-mail _____

If You Will Be Purchasing Material For Resale, Please Provide Your Resale Certificate # _____

Do You Require A Purchase Order? _____ Your Accounts Payable Person _____

Type of Business: ()Corp ()Partnership ()Sole Prop. ()Individual

Contractor's License Number _____ Email Invoices to _____

PRINCIPAL OWNERS, OFFICERS, STOCKHOLDERS AND/OR DIRECTORS

Name _____ Title _____ Name _____ Title _____

Home Address _____ Home Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Phone _____ Fax _____

SSN _____ CDL# _____ SSN _____ CDL# _____

Contractor License # _____

BANK REFERENCES

Bank _____ Phone _____ Fax _____ Account # _____

Bank _____ Phone _____ Fax _____ Account # _____

TRADE REFERENCES

Name _____ Name _____

Account # _____ Account # _____

Phone _____ Fax _____ Phone _____ Fax _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Name _____ Name _____

Account # _____ Account # _____

Phone _____ Fax _____ Phone _____ Fax _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Applicant authorizes Soiland Co., Inc. to obtain such credit information, as it requires. I can and will comply with the terms and conditions of the credit extended. In consideration of the extension of credit by seller, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due seller by buyer. Delinquent accounts of more than thirty (30) days are subject to interest of 1.5% per month. In the event that seller is required to file suit in order to collect sums due hereunder, buyer agrees to pay all reasonable legal fees incurred by seller and court costs. I certify that the above information is true and correct to the best of my knowledge.

Signature _____ Title _____ Date _____

(Principal Only)

(Type or print name of person signing)

Soiland Co., Inc.

STATEMENT OF CHARGE ACCOUNT TERMS AND CONDITIONS

Unless other arrangements are agreed to in writing, applicant agrees to pay the total balance due to Soiland Co., Inc. 30 days from the date of invoice. Some products include a courtesy discount of \$.25/ton, which will be allowed if full payment is received by the 10th of the month following purchase. In the event full payment is not received timely, applicant agrees to pay interest of 1.5% per month, or the maximum rate of interest allowed by law, which ever is less. Credit will be suspended on accounts 45 days past due, and purchases will be allowed on a COD basis at the managers discretion of Soiland Co., Inc. until all past due amounts are paid in full. Any account may be closed at the discretion of Soiland Co., Inc. In the event legal action is undertaken to collect the account balance, Applicant agrees to pay reasonable attorneys' fees, and court costs incurred in collecting the account balance.

Applicant agrees to indemnify and hold Soiland Co., Inc. harmless from any claim of liability, which may arise from the use of goods and materials supplied by Soiland Co., Inc. Applicant authorizes Soiland Co., Inc. to request and release account information to project owners, construction lenders and contractors. Applicant agrees to provide Soiland Co., Inc. with information necessary for the preparation and filing of a preliminary notice and mechanic's lien.

Please acknowledge below that you have read and understood the above Statement of Charge Account Terms and Conditions by signing and returning this document.

Signature _____ Company Name _____
(Principal Only)

(Type or print name & title of person signing) Date _____

CONTINUING GUARANTY

The undersigned, hereinafter referred to as "guarantor", personally guarantee payment of the above account including payment of attorneys' fees and court costs.

Guarantor acknowledges that this guaranty is and shall be an open and continuing guaranty and any and all liability which it applies or may apply shall be conclusively presumed to have been created in reliance of this guaranty, not with standing any renewals, modification, additions, or extensions of credit.

Guarantor hereby waives (a) presentment, demand, protest, notice of dishonor, and notice of non-payment, (b) the right if any to the benefit of or to direct the application of any security hypothecated to supplier until all indebtedness of applicant proceed against applicant or to pursue any other remedy. In addition, Guarantor agrees that supplier may proceed against Guarantor directly or independently of applicant and that the cessation of liability of applicant for any reason other than full payment or substitution of security or any impairment, suspension, of loss or any right to remedy of supplier against applicant, including the extension of the date payment is due or any security, shall not in any way affect the liability of Guarantor hereunder.

Please acknowledge below that you have read and understood Soiland Co., Inc.'s Continuing Guaranty by signing and returning this document.

Signature _____ Company Name _____
(Principal Only)

(Type or print name & title of person signing) Date _____

Please fax completed application to (707) 795-9426