



CREDIT APPLICATION

BUSINESS INFORMATION

Company Name	DBA (if different)	Date Business Established
Federal Tax ID or Social Security Number	Number of Employees	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership
Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Resale # (Attach Resale Certificate)	<input type="checkbox"/> Corporation, State of Incorporation _____ <input type="checkbox"/> Other
Street Address	City	State & Zip
Length of time at this address?	Phone	Fax
AP Contact	AP Phone/Extension	AP E-Mail
Invoice & Statement Delivery <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax <input type="checkbox"/> USPS	Have you had credit with us before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judgments / Liens / Bankruptcies? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, explain	

CONTRACTOR'S LICENSE INFORMATION

License Number	Classification	RMO
----------------	----------------	-----

LICENSE BOND INFORMATION

Company Name	Bond Number	Contact Name
Street Address	City	State & Zip
Phone	Fax	E-mail

OWNER, PARTNER OR OFFICER INFORMATION

Name	Phone
Street Address	E-mail
City, State, Zip	Ownership %
Name	Phone
Street Address	E-Mail
City, State, Zip	Ownership %

BANK INFORMATION

Bank name	Account Number	Type of account <input type="checkbox"/> Savings <input type="checkbox"/> Checking
Street Address	City	State & Zip
Contact Name	Phone/Fax	E-mail

BUSINESS/TRADE REFERENCES: THREE SUPPLIERS PROVIDING CREDIT

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	

AGREEMENT, TERMS AND CONDITIONS

1. The Applicant listed on Page 1 (hereafter referred to as "Customer") desires to purchase goods and services from United Water Works Inc. (hereinafter "United") on open account and agrees in consideration of creating such open account to be bound by the following terms and conditions. United's acceptance of this application and upon opening an account shall constitute a binding agreement with the Customer pursuant to the terms and conditions of this agreement. This agreement embodies the entire agreement of the parties. No promise, representation, revocation or modification of this agreement made subsequent to the execution and delivery hereof, by either party, shall be valid unless it be in writing and signed by an officer of United. Any terms in a purchase order or other writing from Customer which add to, take away or contradict the terms of this agreement in any way shall be of no force and effect.

2. Payment to United shall be due thirty (30) days from the date of each invoice. Invoices are past due on the 31st day. All invoices past due are subject to a 1.5% per 30-day period finance charge. United has the right of set-off to apply any credit or rebate owed by United to Customer to any other balance owed or about to be owed to United by the same Customer. United accepts Visa, Mastercard, and American Express. The customer is liable for a 2.5% card processing fee.

Initial here

3. Customer agrees that if United is not paid on time, in accordance with the terms herein, Customer shall pay all costs and expenses incurred by United in connection with the enforcement of this agreement, including finance service charges, actual attorney fees, expert witness fees and court costs. Customer agrees that any suit or action is to be filed in the exclusive jurisdiction of the State of California.

4. The undersigned agrees to and recognizes the obligation both of the Customer and the undersigned to cause that portion of all payments received by Customer which include payment to Customer for the materials furnished by United pursuant to this agreement to be held in trust for payment to United. The undersigned agrees that the Customer shall not use said payments for any other purpose until payment in full has been made to United. The undersigned agrees to act as a fiduciary for payment to United in exchange for the Customers ability to purchase materials on credit. The Customer agrees that any failure to hold payments in trust for United shall create a debt which is not dischargeable in bankruptcy.

5. All returns are subject to a minimum 15% restocking charge plus the restocking and reconditioning charges of any vendor of United Water Works, Inc. Attached hereto and incorporated by reference herein is United's declaration of your "Customer Bill of Rights". Please read and be familiar with the terms therein.

Initial here

6. United disclaims all warranties and makes no warranties, either expressed or implied by operation of law, as to materials merchant ability or fitness for any particular or ordinary purpose or use. The Customer's sole and exclusive warranty, if any, is that provided by the product's manufacturer and Customer shall seek its remedy directly from the manufacturer.

7. Under no circumstances shall United be liable for personal injury, property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, fabrication, sale, transportation, failure or delay of delivery, installation, use, nonuse or repair of the products and/or services sold or supplied by United. Customer agrees to defend and indemnify and hold United and its directors, officers and employees harmless from any such claims. United makes no representation that the products or services will conform to any federal, state or local law, ordinance, regulation, code or standard, except as particularly specified and agreed upon in writing by an authorized officer of United. Customer agrees that under no circumstances and in no event shall United's liability, if any, exceed the net sales price of the allegedly defective product(s) and/or services(s).

8. Customer shall provide all necessary information for United to accurately prepare and serve a California Preliminary 20 Day Notice for each construction project Customer purchases materials from United. Initial here

9. United does not extend credit on a consumer, non-business basis. The undersigned hereby warrants that all purchases made from United for which credit is extended will be used solely for commercial purposes in the furtherance of a business.

10. Price quotations made by United are subject to change without notice, unless provided by United in writing. All written price quotations expire and become invalid if not accepted within thirty (30) days from the date of the quotation or presentation whichever is earlier. Price quotations are for the convenience of the Customer only, and they are subject to correction by United. Unless expressly stated, price quotations do not include sales or other governmental tax payable by United to local, state or federal authorities. Initial here

11. United reserves the right to refuse to extend credit and to modify or terminated credit and any order within its sole discretion. . Any account with a delinquent balance may be placed on a cash basis at any time.

12. The undersigned warrants that he/she is the Owner or a corporate officer authorized to enter into this agreement on behalf of the Customer and that all information provided by Customer on this application is true and correct and can be relied upon by United Water Works, Inc.

Dated: _____
Signature _____ Print Name _____ Title _____

PERSONAL GUARANTEE:

If the Customer is an entity other than a sole proprietor, then the undersigned officer(s) of the Customer personally and unconditionally guarantees payment to United of whatever sum or sums are owed by the extension of credit by United to Customer. United may proceed legally against the undersigned Guarantor(s) without being required to first proceed against the Customer, and may proceed against anyone of the undersigned without waiving its right to proceed against any of the remaining Guarantors. The Guarantors consent to United acquiring and using a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

This is a continuing, binding guarantee that may only be modified by written notice to United by registered or certified mail, return receipt requested. Any revocation shall be effective only with respect to merchandise shipped or delivered five days after such notice shall have been received by United and shall not affect in any respect liability incurred by the undersigned prior to that time.

Dated: _____
Signature of Officer, Partner or Principal _____ Print Name _____

Dated: _____
Signature of Officer, Partner or Principal _____ Print Name _____