



<u>Brandel Use Only</u>	
Date	_____
Status	_____
By	_____

EXHIBIT III

CREDIT APPLICATION

THE FOLLOWING INFORMATION IS PROVIDED AS AN INDUCEMENT FOR THE GRANTING OF CREDIT BY BRANDEL MASONRY SUPPLIES TO THE UNDERSIGNED FOR THE PURCHASE OF GOODS, EQUIPMENT OR OTHER ITEMS OF PERSONAL PROPERTY.

A. FIRM NAME: _____

Name of Parent Company if subsidiary _____

Owner or Partner's name(s) and title's _____

Street Address _____ Zip _____

Bus. Phone () _____ Cell () _____ Fax () _____

Mailing Address _____ Zip _____

E-mail Address _____ Kind of Business _____

At present location since (date) _____ Year Established _____

Is business incorporated? _____ If so, under laws of what state _____

B. CONTRACTOR'S LICENSE:

State _____ Type of License _____ License No. _____ Owner _____

C. DESCRIPTION OF MATERIAL TO BE PURCHASED: _____

D. BANK ACCOUNT:

Bank Name _____ Account No _____ Type _____

Street Address _____ City _____ State _____ Zip _____

Have you ever declared bankruptcy? No _____ Yes _____ When? _____



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E. REFERENCES: Give only names of those you buy from on an open account.

Name _____ Phone () _____

Street Address _____ FAX () _____

Name _____ Phone () _____

Street Address _____ FAX () _____

Name _____ Phone () _____

Street Address _____ FAX () _____

F. OTHER INFORMATION:

Please check basis on which you usually pay merchandise bills:

Discount _____ 30 days _____ 60 days _____ C.O.D. _____

Have you ever had any judgment or liens against you? _____ Dates _____

Please explain _____

G. AGREEMENT: If credit is extended, the undersigned agrees that the following terms shall apply to all transactions with Brandel Masonry Supplies, except for those terms prohibited by law as to the specific transaction or unless such terms are specifically changed or deleted in the documents pertaining to the specific transactions:

1. **CHANGE IN STATUS:** The undersigned will inform Brandel Masonry Supplies within five (5) days of any change to the information provided by you in this Agreement.
2. **TERMS AND PAYMENT:**
 - a. Our NET CONTRACTOR terms are net 60 days from invoice date.
 - b. Accounts become delinquent if payment is not received within 60 days of invoice date.
 - c. A late fee interest charge of 1½% per month will be charged on all past due accounts.



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- d. Accounts over fifteen (15) days delinquent may be subject to suspension of their charging privileges.
 - e. We prefer payment by cash or check.
 - f. There is a \$25.00 charge on all returned checks.
3. LEGAL FEES AND COSTS:
- a. In the event Brandel Masonry Supplies employs any attorney to collect any delinquent payment, or to reclaim, sequester, protect, preserve or enforce Brandel Masonry Supplies' interest in any security given for payment of the balance due, the undersigned shall pay reasonable attorney's fees and all costs and expenses incurred incident to such employment. Payment made on the undersigned's account will be credited first to cost of collection, if any, then to interest, and the remainder to principal.
 - b. In the event the undersigned is delinquent on any payment, Brandel Masonry Supplies shall have the right to terminate all future deliveries, if any, and declare the entire balance of the delinquent account and all other amounts owed by the undersigned immediately due and payable in full without further notice or demand.
 - c. The acceptance of any partial payment after the time when it becomes due will not be held to establish a custom, or waive any rights of Brandel Masonry Supplies to enforce prompt payment of the amount due or any other rights of Brandel Masonry Supplies.
 - d. The undersigned agrees that any actions or proceedings relating, directly or indirectly to the collection of any amount due or the enforcement of any right arising be maintained in the local court or in the Superior Court of the State of California, as the amount in controversy requires, and hereby instituted therein.
 - e. The pleading of any statute of limitations as a defense to any and all obligations due Brandel Masonry Supplies is hereby waived to the full extent permissible by law.
4. QUOTATIONS: Written quotations will be honored for thirty (30) days from date of quotation.
5. PALLETS: A non-taxable deposit will be charged for pallets going out with material and will be based on the Manufacturer's pallet pricing. A refund of said pallets will be given pursuant to the Manufacturer's pallet refund price. Showing a receipt for pallets purchased may be required.



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6. PRELIMINARY NOTICES: The State of California requires certain information to be contained in Preliminary Notices filed by subcontractors and suppliers of labor and/or materials on construction projects. The undersigned agrees and recognizes that it is an obligation for him to furnish all information needed by Brandel Masonry Supplies to file a timely Preliminary Notice on any construction project for which Brandel Masonry Supplies has furnished materials.

7. SPECIAL ORDERS: There are no refunds or exchanges on special ordered products.

8. RETURNS: All materials returned are subject to count and inspection by Brandel Masonry Supplies. Credit will be issued for stock items that are resalable as “first quality” only. No credit will be given on special orders, seconds or reduced for sale items. Materials eligible for a return credit will be priced as they were at the original sale, minus any discounts taken, plus a restock charge. There are no returns on any natural stone or manufactured stone/brick products.

9. DELIVERIES AND UNLOADING:
 - a. Delivery charges are based on load zones. Unloading time will be limited to 30 minutes for dump truck loads and one hour for all other loads. Additional time due to adverse conditions such as waiting for other crafts or contractors, poor job site conditions or spotting of material, etc., will be charged at \$100.00 per hour, time permitting, based on delivery schedule and other commitments of driver and equipment.

 - b. Delivered items will not be placed inside the curb line unless responsibility is assumed, in writing, by the Contractor or Property Owner and then only at the discretion of our driver. Under no conditions will material be placed or stocked on scaffolds.

 - c. If rain has fallen, all delivery orders will be sent unless cancelled by Buyer.

 - d. Deliveries are made five (5) days per week, Monday through Friday.

10. The undersigned acknowledges that he has read this Credit Application and Agreement, and enters into it voluntarily.

Full Name of Firm _____

Print Name _____ Title _____

Signature _____

Date _____ Social Security # _____



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GUARANTEE

IT IS HEREBY AGREED by and between the undersigned parties hereto:

WITNESSETH:

WHEREAS the undersigned Guarantors are desirous of obtaining an extension of present and/or future credit by BRANDEL MASONRY SUPPLIES to:

_____, a corporation:

GUARANTORS DO HEREBY AGREE that in the event that _____, a corporation, is unable to satisfy any indebtedness, jointly and severally unconditionally guarantee and promises to pay to BRANDEL MASONRY SUPPLIES, or order, on demand, in lawful money of the United States, any and all obligations of said corporation owing to BRANDEL MASONRY SUPPLIES, under any contracts therewith, whether written or oral.

GUARANTORS FURTHER AGREE to pay a reasonable attorney's fee and all other costs and expenses which may be incurred by BRANDEL MASONRY SUPPLIES in the enforcement of this GUARANTEE.

Executed this ____ day of _____, 20____ at _____, CA.

Witness

Guarantor (President)

Witness

Guarantor (Vice President)

Witness

Guarantor (Sec/Treasurer)

Please return completed application and guarantee to one of our locations, listed below:

3531 Pomona Blvd.
Pomona, CA 91768
(909) 594-5715 phone
(909) 598-7095 fax

42368 Rio Nedo
Temecula, CA 92590
(951) 296-3433 phone
(951) 296-3436



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AUTHORIZATION FOR RELEASE OF BANKING INFORMATION

TO: _____
(Bank Name)

(City) (State) (Zip Code)

ACCOUNT NUMBERS: _____

RE: _____
(Company Name)

(Company Address)

I hereby authorize release of banking information to BRANDEL MASONRY SUPPLIES for the sole purpose of establishing or updating my account with BRANDEL MASONRY SUPPLIES.

Sincerely,

Authorized Signature

Print Name

Date

Rev. 02/2008