



CMC Rock, LLC

897 Baxter Drive
South Jordan, UT 84095

Email: accounting@cmcrock.com

APPLICATION FOR CREDIT

CREDIT APPLICATION IS VALID IF SIGNED BY OWNER / AUTHORIZED AGENT ON REVERSE SIDE

NAME OF CUSTOMER (EXACT LEGAL NAME)		WORK PHONE	HOME PHONE
DOING BUSINESS AS		FAX	CELL PHONE
BUSINESS ADDRESS		BUSINESS ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
HOME ADDRESS OF OWNER (IF DIFFERENT FORM ABOVE)		HOME ADDRESS OF OWNER (IF DIFFERENT FORM ABOVE)	
NAME OF CUSTOMER (EXACT LEGAL NAME)	DATE STARTED	CHECK ONE (<input type="checkbox"/>) <input type="checkbox"/> L.L.C. <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR	

NAMES OF MANAGEMENT / BILLING INFORMATION

PRESIDENT / MANAGER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	DATE OF BIRTH
PRIMARY CONTACT	PHONE NUMBER	TAX EXEMPT? YES NO	IF YES, PLEASE ATTACH TC-721 FORM TO APPLICATION.
BILLING CONTACT	PHONE NUMBER	*E-MAIL ADDRESS	
STATE OF INCORPORATION	DATE OF INCORPORATION	FEDERAL ID#	

NAME OF SOLE PROPRIETOR OR PARTNERS

NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	DATE OF BIRTH

INDIVIDUAL CUSTOMER

DATE OF BIRTH	SOCIAL SECURITY NUMBER	JOINT APPLICANT	HOME PHONE	WORK PHONE
EMPLOYER		EMPLOYER ADDRESS		
NAME OF NEAREST RELATIVE (OTHER THAN SPOUSE)		RELATIVE ADDRESS	PHONE	

CREDIT / TRADE REFERENCES

NAME 1.	ADDRESS / E/MAIL / FAX	PHONE
NAME 2.	ADDRESS / E/MAIL / FAX	PHONE
NAME 3.	ADDRESS / E/MAIL / FAX	PHONE

BANK REFERENCES

NAME 1.	BRANCH	CONTACT	PHONE
NAME 2.	BRANCH	CONTACT	PHONE

JOB INFORMATION

PROPERTY OWNER	ADDRESS (OF Owner or Project?)	CONTACT	FINANCED BY
PROPERTY OWNER	ADDRESS	LOT NO. / SUBDIVISION	FINANCED BY
BOND COMPANY	ADDRESS	PAYMENT & PERFORMANCE BOND <input type="checkbox"/> YES <input type="checkbox"/> NO	
INSURANCE COMPANY	ADDRESS	PHONE	

I CERTIFY THAT MY FINANCIAL NET WORTH AS OF ___ / ___ / ___ (DATE) IS \$ _____ (PLEASE ATTACH FINANCIAL STATEMENT)

PLEASE SEE REVERSE SIDE FOR IMPORTANT CREDIT TERMS - NOTE: SIGNATURE REQUIRED

CREDIT TERMS | CREDIT AGREEMENT:

By signing below, the Purchaser/Customer agrees to the following credit terms:

Note: This application for Business Credit is to be used in connection with commercial or business purposes only and not for the purchase of personal, family, or household goods or services. You agree and warrant at the time of each purchase, that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and you understand that COMPANY is relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account.

1. IF SALES ARE TAX EXEMPT, PLEASE ATTACH CERTIFICATE (TC-721). By state law, CMC Rock, LLC, (hereinafter "CMC") will bill for sales tax until an exemption certificate is received.
2. Maximum credit limit is determined by CMC's credit departments.
3. Payment in full of all invoices is due and payable on the date specified on each invoice and payment must be sent directly to CMC.
4. Balances not paid in full when due will incur FINANCE CHARGES at the rate of **1 1/2% per month**, which is **18% ANNUAL PERCENTAGE RATE**, from the date of the invoice until paid in full.
5. If the Purchaser/Customer defaults under the terms hereof, Purchaser/Customer agrees to pay all of CMC's costs of collection, including all litigation costs and attorney fees, whether or not suit is actually filed.
6. Mechanic's Lien filing fee is \$200.00 for each separate lien filed and will be charged to and paid by Purchaser/Customer as a cost of collection.
7. NOTICE TO UTAH RESIDENTIAL PROPERTY OWNERS. In accordance with UCA 38-11-1 07-8, notice is hereby provided that under Utah law an "owner" of residential property may be protected against mechanic's liens on an "owner occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract if either section (1) or (2) are met. Section (1): (a) The owner entered into a written contract with either an "original contractor" who is property licensed or exempted from licensure, or with a "real estate developer"; and (b) The owner must pay in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract. Section (2), the amount of the contract with the general contractor totals \$5,000 or less. An owner who can establish compliance with either section (1) or (2) may apply for a certificate of compliance with the Utah Div. of Occupational & Professional Licensing. The application is available at www.dopl.utah.gov/rlrf.
8. Electronic Communication: In accordance with UCA 46-4, Utah Uniform Electronics Act, by signing below the Purchaser/Customer agrees to receive electronically all accounting and billing records. No paper copies of truck tickets, invoices, or statements will be provided. All such records will be emailed to the address provided for "Billing Contact" above. It is the Purchaser/Customer's responsibility to keep this email address accurate and updated. The Purchaser/Customer has 10 business days from receipt of invoice to dispute any billing information. The Purchaser/Customer will be billed every two weeks via email. CMC may also record video and/or take photographs of all trucks being weighed on the scale as backup documentation for CMC's records.
9. Payments: All payments will be made to CMC via Electronic Funds Transfer. See attached EFT form.

The above information is submitted for the purpose of obtaining credit and is warranted to be true. I hereby authorize and consent to allow CMC and its authorized agents to investigate my personal and my company's credit and financial responsibility, including seeking information from credit bureaus, banks and others.

CUSTOMER / AUTHORIZED AGENT

I am an authorized agent of the person(s) / entity shown above.

SIGNATURE REQUIRED _____ **DATE** _____

PRINT NAME AND TITLE _____

PERSONAL GUARANTEE TO CMC ROCK, LLC.

In consideration of the extension of credit to the above-named Purchaser/Customer, the undersigned, as guarantor, hereby guaranties to CMC that the above-named Purchaser/Customer will fully and properly perform its present and future obligations to CMC. In the event of default by the above-named Purchaser/Customer, the undersigned agrees to pay all outstanding balances due, as well as all finance charges, attorney fees and costs incurred in due course of any collection action taken and all other obligations of the Purchaser/Customer as outlined in the Credit Agreement above. The undersigned waives protest, notice of delinquency and/or demand

SIGNATURE REQUIRED _____ **DATE** _____

(NO TITLE)
PRINT NAME _____

SIGNATURE REQUIRED _____ **DATE** _____

PRINT NAME _____

Agreement For Electronic Funds Transfer (EFT)

Company Name: _____

Address: _____

City, State, and Zip: _____

FEIN/SSN Number: _____

Contact Person(s): _____

Telephone Number: _____ Fax #: _____

Email Address: _____

Bank Name: _____

Bank Address: _____

Account Name: _____

Routing #: _____

Bank Account #: _____

Account Type—Checking/Savings: _____

Bank Contact Name: _____

Telephone Number: _____ (required)

I certify that the information above is true and correct, and that I, as an authorized representative for the above named company, hereby authorize CMC Rock, LLC to initiate electronic debit and credit entries with the designated bank account listed above. This authority remains in full force until CMC Rock, LLC receives written notification requesting a change or cancellation.

Authorized Signature: _____ Date: _____

Title: _____

Phone Number: _____