

Ellensburg Cement Products, Inc.
Credit Application and Credit Agreement
(Commercial Account)

PO Box 938
Ellensburg, WA 98926
PHONE (509) 933-7050 FAX (509) 933-7068
info@ellensburgcement.com

Name: _____

Mailing Address: _____

City: _____ State _____ Zip _____ Phone (____) _____

Business Email: _____

Emailed Statements: Yes _____ No _____ Emailed Invoices? Yes _____ No _____

Email for statements/invoice: _____

Add tax? Yes _____ No _____ (If no, please attach Reseller Permit)

Contractor License No. _____ Bonding Co. _____ Sole Owner _____

Corporation Registered Name and Address _____

Corporation EIN # _____

Name of Financial Institution _____ Account No. _____

As applicable, list name(s) and address(es) of corporate officers, partners, owners:

Name _____ Address _____

Social Security No. _____ Phone (____) _____

Name _____ Address _____

Social Security No. _____ Phone (____) _____

How long in business _____ How long at present location _____

Name of person responsible for accounts payable _____ Phone (____) _____

Property Owner: _____

Within the past five years, have you or any other owner or officer declared personal bankruptcy or been an owner or officer in a company which declared bankruptcy or otherwise sought the protection of the Bankruptcy Code? If yes, state:

When filed _____ Where filed _____

Name in which the Petition was filed: _____

Does your business have any past due accounts payable? _____

Does your business have any unpaid taxes, employment security or Labor & Industries? _____

Does your business have any notes or other indebtedness past due or past maturity? _____

Does your business have any lawsuits pending or judgments unpaid? _____

The undersigned customer authorizes ECP to obtain any information ECP deems necessary to verify the information provided in this credit application including, but not limited to, a credit check.

CREDIT POLICIES AND TERMS OF SALE

This document constitutes a contract between Ellensburg Cement Products, Inc. (ECP) and the undersigned customer (Customer). Accounts are due and payable in full on or before the 30th day of each month. The right to buy goods and services on credit may be suspended, at the option of ECP if the account is not paid in full by the 30th of each month. All accounts not paid by the 30th of each month may be subject to suspension. A late charge of 1.5% per month or 18% per annum will be assessed on all past due accounts. All payments received or credits given will be applied first to finance charges and then to the principal balance due. **ECP reserves the right to discontinue sales or services to past due accounts and claim any labor or material liens provided or allowed by law in the event of nonpayment. The Customer acknowledges that ECP may send to the owner of the property the goods and services purchased from ECP are delivered to, a Notice of Intent to Lien as required by Washington law, as a precondition to filing a labor or materials lien.** Should default be made in the payment of any installment of principal or interest, then the entire unpaid principal, together with interest due thereon, shall immediately become due and payable at the option of ECP. The undersigned customer understands, agrees, and promises to pay its account in full according to the above Credit Policy and Terms of Sale. If, however, this account is not paid, collection action, as ECP deems necessary, may be instituted and the undersigned customer agrees to pay in addition to the amount of the account, plus interest, reasonable attorney fees and costs of collection, whenever ECP engages an attorney or a collection agency to collect a past due account. The venue of any lawsuit to collect a debt arising under this agreement will be in Kittitas County, Washington. In addition, if this is a commercial transaction, then customer agrees to pay, in additional to the amounts identified above, collection costs and fees including a contingency collection fee in the event this account and the debt owing on this account are turned over to a collection agency. This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof. This Agreement may not be modified or amended except by the written agreement of the parties.

Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

This Application and Credit Agreement may be executed electronically and/or simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Electronic or facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original. The parties expressly intend to be bound by authenticated electronic signatures (e.g. by DocuSign).

Signature of Applicant
Print Name: _____
Its: _____

Date

PERSONAL GUARANTY

In consideration of the benefits to Guarantor from Customer, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and to induce ECP to sell to Customer, Guarantor agrees to unconditionally, absolutely, and irrevocably guarantee the due and punctual payment of all amounts ("Indebtedness") payable by the Customer under the Credit Agreement between ECP and Customer. Guarantor represents and warrants to ECP as follows: Guarantor acknowledges that ECP would not sell to Customer without this Guaranty; Guarantor has a financial interest in Customer or will receive other fair and adequate consideration from Customer as a result of this Guaranty; Guarantor has reviewed and approved all of the terms and conditions of the Purchase Contract; and Guarantor has established adequate means of obtaining, and will obtain from Customer on a continuing basis, all financial and other information regarding Customer, any other guarantor, and the extension of credit, without any obligation on the part of ECP to provide any such information, now or in the future.

Rights of ECP. Guarantor agrees that ECP may deal exclusively with Customer in all matters relating to the credit application and extension of credit to Customer by ECP without notice to or the approval of Guarantor. It is intended that Guarantor shall remain fully liable regardless of any act or omission by ECP which might otherwise directly or indirectly result, by operation of law or otherwise, in the discharge or release in whole or in part of Customer. Guarantor hereby waives any act or thing which might otherwise be deemed a legal or equitable discharge of surety. Until the Indebtedness is paid in full, Guarantor hereby waives any right of subrogation, any right to enforce any remedy ECP may have against Customer, any other guarantor, or any other person, and any benefit of, and the right to participate in, any of the Collateral. Guarantor hereby waives any right of reimbursement, contribution, recourse, or any other right or remedy of Guarantor against Customer, any other guarantor, or any other person to recover amounts which Guarantor is obligated to pay under this Guaranty, except for any right of subrogation after payment of the Indebtedness in full. Any debt of Customer now or hereafter held by Guarantor is hereby subordinated to the Indebtedness. Any payment of such subordinated indebtedness by Customer to Guarantor after an event of default under this Agreement, or any event which would constitute an event of default if not cured within the time allowed, shall be collected, enforced, and received by Guarantor as trustee for ECP and promptly paid to ECP in payment of the Indebtedness. If any payment made by Customer is reclaimed in a bankruptcy or receivership proceeding, Guarantor shall pay to ECP the amount so reclaimed. Guarantor assigns to ECP all rights Guarantor may have in any proceeding involving Customer under the U.S. Bankruptcy Code or any receivership or insolvency proceedings involving Customer, whether or not such rights relate to this Guaranty. Such assignment shall not diminish, alter, or otherwise affect Guarantor's liability under this Guaranty. Guarantor agrees to reimburse ECP on demand for all legal fees and other costs and expenses incurred in collecting or enforcing this Guaranty, together with interest at the maximum lawful rate. Such fees, costs, and expenses shall include those incurred with or without suit and in any appeal, any proceedings under any present or future federal bankruptcy act or state receivership, and any post-judgment collection proceedings. The obligations of Guarantor under this Guaranty are joint and several with, and separate, independent, and distinct from, the obligations of Customer, any other guarantor, or any other person. This Guaranty may be enforced against Guarantor without attempting to collect from Customer, any other guarantor, or any other person, and without attempting to enforce ECP's rights in any of the Collateral. ECP may join Guarantor in any suit in connection with enforcement of this Agreement or proceed against Guarantor in a separate action. ECP shall have the right to exercise its remedies in such order as it determines in its sole discretion. This Guaranty shall be binding upon and enforceable against Guarantor's heirs, legal representatives, successors, and assigns. This Guaranty shall be governed by the laws of the State of Washington. Guarantor consents to the jurisdiction of the courts of the State of Washington. This Guaranty constitutes the entire understanding between ECP and Guarantor and no course of prior dealing between the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement or modify the terms of this Guaranty. This Guaranty may be changed, modified, or supplemented only through a writing signed by Guarantor and ECP. If any provision of this Guaranty is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Guaranty, and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included. Guarantor understands and agrees that (1) the obligations under this Guaranty are separate and independent from Customer, any other guarantor, or any other person, and represent an unconditional, absolute, and irrevocable obligation on the part of Guarantor to pay the full amount of the indebtedness when due, (2) ECP does not have to pursue the Customer, any other guarantor, or any other person, or pursue any other remedies before demanding full payment from Guarantor, and (3) Guarantor shall remain fully liable under this Guaranty even if the collateral is impaired or discharged, or the Customer, any other guarantor, or any other person is discharged or otherwise relieved of liability under this Agreement.

_____, Guarantor
(Print Name)

_____, Guarantor
(Print Name)