

SILT MANAGEMENT SUPPLIES, LLC.

CREDIT APPLICATION

Type between each bracket below

BUSINESS CONTACT INFORMATION

Your Name / Title:		Date business established:	
Company name (Doing Business As):		Sole Proprietorship Partnership Corporation LLC Other	
Phone Fax:			
E-mail:			
Company address: City, State ZIP Code:			
Nature of business:		Website:	
Federal Tax ID No:		Officers / Directors/ Partners:	
Sales Tax No:		% Ownership:	
Social Security No:		If you will be purchasing items exempt from sales tax, please provide exemption certificate with this form.	

BUSINESS AND CREDIT INFORMATION

Bank name:		Bank Contact Email:	
Bank address:		Account No:	
City, State ZIP Code:		Amount of credit requested:	
Bank Contact Name:		Bankruptcy ever filed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Phone Fax:		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Date account opened:		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Date account opened:		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Date account opened:		Other	

AGREEMENT — ALL INVOICES ARE TO BE PAID 30 DAYS FROM THE DATE OF THE INVOICE

SIGNATURES - I (WE) DECLARE THAT THE ABOVE INFORMATION IS TRUE, ACCURATE AND COMPLETE AND IS GIVEN TO ALLOW SILT MANAGEMENT SUPPLIES TO EXTEND CREDIT. BY SUBMITTING THIS APPLICATION, I (WE) AUTHORIZE SILT MANAGEMENT SUPPLIES TO MAKE INQUIRES INTO THE BANK AND BUSINESS TRADE REFERENCES SUPPLIED. THIS INCLUDES ALLOWING SILT MANAGEMENT SUPPLIES TO CONTACT THE ABOVE TRADE REFERENCES AND BANKS AND OBTAIN CREDIT REPORTS. I (WE) AGREE TO PAY FOR ALL GOODS PURCHASED WITHIN 30 DAYS OF RECEIPT OF THE ORDER.

Signature / Date:		Signature / Date:	
Name / Title:		Name / Title:	

Terms and Conditions

1. Customer's Obligations

A. Payments: Payments for all purchases are due within the terms shown on each invoice.

B. Late Payment Penalty: If any payment is not received by Silt Management Supplies on or before the due date, Customer shall be in default under the agreement and a late payment penalty may be added to the total of each overdue invoice in the amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the balance is paid in full, or the maximum amount permitted by law. Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

C. Collection Costs: If Customer's account is placed in the hands of attorney(s) for collection, or for representation of Silt Management Supplies in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorney's fees, expenses and court costs (whether or not litigation shall be commenced in aid thereof).

D. Customer Warranty: Customer represents to Silt Management Supplies that the application and financial statements provided to Silt Management Supplies are true, complete and accurate in all respects.

2. Title Transfer and Risk of Loss: Title to the materials shall remain with Silt Management Supplies until Customer receives physical possession of the materials either by pick up at Silt Management Supplies' warehouse or delivery to Customer's location.

3. Personal Guaranty: Silt Management Supplies, at its sole option, may require prior to the acceptance of this Agreement, or at any time thereafter, one or more owners, officers, members or partners of the Customer, and their spouses, as the case may be, to enter into a separate Personal Guaranty of Payment in a form provided by Silt Management Supplies. Silt Management Supplies at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.

4. Corporate Status: Each person signing the Agreement on behalf of the Customer warrants that he is duly authorized to do so. If the Customer is not a corporation and subsequent to the making of this Agreement incorporates his business, with or without knowledge of Silt Management Supplies, the Customer agrees to be jointly and severally liable to Silt Management Supplies for all orders made by anyone as an employee or agent of Customer.

5. Governing Law: This Agreement and the Contract Documents shall be governed by and construed according to the laws of the State of Texas. Customer hereby agrees that any legal action pertaining to this Agreement shall be brought within the Jurisdiction of the Harris County, Texas District Court. Service of any legal action shall be deemed sufficient if sent via certified mail to Customer.

6. Equal Credit Opportunity Act: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against any Customer based on race, color, religion, national origin, sex, marital status; age (provided a Customer has the capacity to enter into a binding contract.) Derivation of part or all of a Customer's income from a public assistance program, or a Customer having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency, which administers compliance with the law concerning this creditor, is the Federal Trade Commission.

The undersigned represents they are authorized to execute this application on behalf of the business entity, agrees to the terms and conditions and agrees that any bank or trade reference listed above is authorized to release such information as requested by Silt Management Supplies, LLC.

*Authorized Signature

Print Name

Title

Date

Guaranty

I/We, as signed and titled below, do sign for and in consideration of Silt Management Supplies, LLC. extending credit at my/our request to the Company above listed. I/We hereby personally guarantee and bind myself/ourselves to pay on demand any sum that may become due to Silt Management Supplies, LLC., by the Company, whenever the Company shall fail to pay the same. I/We authorize Silt Management Supplies, LLC. to run credit reports against the below-listed individuals.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Company. I/We do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

The undersigned's obligation shall remain effective and be enforced regardless of any subsequent incorporation, reorganization merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel or location of the company. The guaranty shall inure to the benefit of Silt Management Supplies, LLC. and its successors.

Signature of Guarantor, Individually

Signature of Guarantor, Individually

Name (Please Print)

Name (Please Print)

Social Security Number

Social Security Number

Home Address

Home Address

Home Phone Number

Home Phone Number

Witness

Witness

Name (Please Print)

Name (Please Print)