

# CREDIT APPLICATION PACKET

Thank you for your interest in opening a credit account with Black Lake Resources. Please complete the attached forms and return with a copy of your current Reseller Permit.

You can send your application forms back by mail or email to:

# <u>Mail</u>

Black Lake Resources 2840 Black Lake Blvd SW Ste C Tumwater, WA 98512

## **Email**

ar@blacklakerock.com

Please feel free to call Leslee at 360-915-6121 if you have any questions regarding your credit application.

## **BLACK LAKE RESOURCES** 2840 BLACK LAKE BLVD SW STE C TUMWATER, WA 98512 PHONE: 360-915-6121

FAX: 360-915-6160

	STATE:	ZIP:
	FAX:	
	A/P PHONE:	
		EMAIL INVOICES: YES NO
PART	TNERSHIP [	☐ INDIVIDUAL/SOLE PROPRIETOR ☐ LLC
	PO REQUIRED?	YES NO
	BANK NAME/BRANCH	H:
	BANK REFERENCE:	
	BANK ACCOUNT #:	
R PERMIT #:		EXPIRATION DATE:
CREDIT RE	FERENCES	
PHONE		FAX
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THORIZED	PURCHASERS	
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AC	CCOUNT NUMBER	
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	PHONE PHONE THORIZED  N. OFFICE U	FAX:  A/P PHONE:  PARTNERSHIP  PO REQUIRED?  BANK NAME/BRANCH BANK REFERENCE: BANK ACCOUNT #:  R PERMIT #:  CREDIT REFERENCES  PHONE

#### LIMITATION OF WARRANTY AND LIABILITIES

All products are sold by Black Lake Resources (BLR) as is, with all faults, and without any warranty or representation, including the implied warranty of merchantability and implied warranty of fitness for a particular purpose. BLR shall have no liability for consequential damages. BLR's liability shall be limited to the amount of the purchase price of the product.

#### TERMS AND CONDITIONS OF SALE

- 1. Payment is due no later than the 10th day of the month following the date of the invoice.
- 2. Interest charges on all overdue due balances shall accrue at 1.5% per month.
- 3. A \$50 fee will be charged for each NSF check that is returned to BLR.

PRINT NAME

- 4. If the balance is not paid when due, the customer shall be liable to BLR for all costs, attorney fees, and expenses incurred in collecting the balance due. Customer shall be obligated to pay attorney fees that BLR incurs pursuing overdue balances whether or not legal proceedings are instituted. The venue for any lawsuit between BLR and Customer will be in Thurston County, Washington.
- 5. Payments received on account shall be applied first to legal costs and attorney fees, then to accrued interest, and finally to principal.
- 6. Customer agrees to provide BLR with prompt, written notice of any changes in name, address, ownership, form of business ownership, or authorized purchasers.
- 7. BLR is authorized to contact any credit bureau or other investigative agency to obtain a credit report, verify references or statements or other data obtained from Customer as part of BLR's credit evaluation process.

I HAVE READ, UNDERSTAND AND ACCEPT THE LIMITATION OF WARRANTY AND LIABILITIES AND TERMS

AND CONDITIONS OF SALE.	
AUTHORIZED SIGNATURE	DATE
PRINT NAME	TITLE
	PERSONAL GUARANTEE
PE	RSONAL GUARANTEE OF PRESIDENT
payment on Customer's account, hereaft notwithstanding the incorporation, fo undersigned waives notice of acceptant presentment of demand for payment. Thistory may be a necessary factor in the obtain a consumer credit report on the process. This is a continuing guarantee as	emer, the undersigned personally guarantees to BLR the faithful and promper incurred. The undersigned agrees to remain bound by this personal guarantee mation, merger, or any other form of reorganization by Customer. The of this guarantee, notice of default of Customer, notices of extension, and the undersigned, personal guarantor, recognizing that his/her individual credit valuation of this personal guarantee, hereby consents to and authorizes BLR to undersigned from time to time as may be needed in BLR's credit evaluation of shall remain in force until revoked in writing and sent by certified mail to BLI are until ten days after the receipt of said notice by BLR and shall not discharge date of the revocation.
AUTHORIZED SIGNATURE	DATE

TITLE



### MATERIAL ACCEPTANCE POLICY AND INDEMNITY AGREEMENT

BLACK LAKE RESOURCES (BLR) DOES NOT ALLOW ANY HAZARDOUS OR DANGEROUS MATERIALS TO BE PLACED ON ITS PREMISES, AND DOES NOT ACCEPT ANY CONTAMINATED OR OTHERWISE UNSUITABLE MATERIALS FOR REPROCESSING OR RECYCLING.

BY SIGNING BELOW, YOU HEREBY REPRESENT AND WARRANT TO BLR THAT EACH OF THE FOLLOWING STATEMENTS ARE TRUE AND THAT YOU AGREE TO THE INDEMNITY PROVISIONS STATED BELOW.

- 1. All material that is delivered to BLR by or on our behalf of the undersigned will be clean soil, concrete or asphalt material and will have non-detectable concentrations of Model Toxics Control Act (MTCA) regulated contaminants, radioactive wastes, and harmful, dangerous, or hazardous substances. As used herein, dangerous or hazardous substances include, but are not limited to, those described in WAC 173-303, 173-340, and 173-350, together with and petroleum (or petroleum byproduct), any soil or other material removed from contaminated sites as part of any abatement or clean up action, demolition wastes, wood products or wastes, biological wastes (including sludge or sewer solids), rubbish, ash, and any other material or substance which may not be disposed of or reprocessed under local, state, or federal law without special processing and/or permits.
- 2. Any steel reinforcing wire or rebar present in the material delivered to BLR will be cut into safe lengths suitable for recycling.
- 3. BLR may inspect or test any material which the undersigned has placed (or seeks to place) on BLR property. If BLR determines that the material is unsuitable for recycling, and/or contains dangerous or hazardous substances, the undersigned agrees to remove such material from BLR's premises with 24 hours after demand by BLR, and incur all costs to do so.
- 4. The undersigned hereby agrees to indemnify and hold harmless BLR and any related entity, and the shareholders, officers, and directors thereof, from any claim, demand, cause of action, loss, damage, judgment, administrative penalty, fine, abatement cost (and all related thereto, including attorney fees) which result from a breach of the foregoing representation and warranties.
- 5. The individual signing below warrants to BLR that such person has full authority to enter into this agreement on behalf of the designated entity.

BUSINESS NAME			_
AUTHORIZED SIGNATURE			
PRINT NAME	TITLE	DATE	_