



301 North 700 West • Blackfoot, Idaho 83221  
 Business: 208-684-9299 • Fax: 208-684-9599

Moreland Pit 301 North 700 West, Blackfoot Id 83221	South Fork Pit 3425 East 2900 North Kimberly, Id 83341	Jerome Pit 239 South 800 East Jerome, Id 83338
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**Business Information**

Please indicate to which Gravel Pit you are applying for Initial Credit to Be Granted.

Moreland Pit Anticipated Monthly Purchase Amount \$ _____	South Fork Pit Anticipated Monthly Purchase Amount \$ _____	Jerome Pit Anticipated Monthly Purchase Amount \$ _____	Other
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**All Accounts are Due upon Receipt. No Statements will Be Sent, Please Pay off the Invoices.**

Name of Business/Purchaser		dba	
Business Address		Billing Address(If Different)	
City, State, Zip Code		City, State, Zip Code	
Office Telephone	Mobile Telephone	Fax	
Email Address		I agree to Receive Invoices VIA Email Yes or No	
Owners/Officer Names			Title
Contractor's License # - Public Works #		Federal ID # or Social Security Number	
Contact Person For Account Payment		Telephone Number	

**Business References**

Credit & Trade References	Contact	Phone #
Credit & Trade References	Contact	Phone #
Credit & Trade References	Contact	Phone #

**Bank Reference**

Bank Reference	Phone #
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**Credit Application and Conditions of Material Sales and Contract Services must be Signed and dated on reverse side by Purchaser or Authorized Agent**

Terms and Conditions

In consideration for Gale Lim Construction LLC to extend credit or provide services in connection with the purchase of materials, supplies and/or services provided under Contract Proposal/Agreement with Gale Lim Construction LLC, the PURCHASER stipulates and agrees to be bound by all terms, provisions and elements of this Agreement, which are:

- A. By state law, Gale Lim Construction LLC will bill for sales tax until an exemption certificate is received. IF **SALES ARE TAX EXEMPT, PLEASE ATTACH CERTIFICATE.**
- B. The approval of credit and the credit availability are determined at the sole discretion of Gale Lim Construction LLC, and may be terminated at any time by Gale Lim Construction LLC with or without prior notice. The information contained in this Agreement and the review and determination of credit will be shared with each of our Gravel Pits to which Purchaser has applied for credit without the need for an additional credit application to be submitted. The approval or termination of credit by one Gravel Pit does not guarantee/require the approval or termination of credit by another subsidiary.
- C. Gale Lim Construction LLC is/are entitled to restrict the Purchaser's purchases to the amount of the available credit offered at each individual Gravel Pit; however, the Purchaser and any guarantor(s) shall be liable for the full amount due regardless of whether those amounts exceed the amount of the available credit.
- D. Payment is due in full upon receipt of the **INVOICE**. All payments are payable to Gale Lim Construction LLC, at 301 North 700 West Blackfoot, Id 83221.
- E. Balances not paid in full when due will incur **FINANCE CHARGES AT THE RATE OF 1 1/2% PER MONTH, WHICH IS 18.0% ANNUAL PERCENTGE RATE**. Finance charges accrue and are charged on all invoice amounts not paid by the end of the accounting period in which they were due both before and after judgment and continuing each month until paid in full.
- F. If the Purchaser defaults against these terms. Purchaser is liable to pay all costs of collection, including court costs and reasonable attorney's fees, whether or not suit is actually filed. Purchaser agrees that any legal action brought hereunder may be brought in Bingham County, Idaho at the option of Gale Lim Construction LLC.
- G. At the sole option of Gale Lim Construction LLC, any and all disputes, claims, and controversies arising out of this Agreement or any transactions resulting between the parties hereto, shall be subject to and resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association.
- H. Construction Lien filing fee is a minimum of \$250.00 for each individual property liened and will be charged to and paid by Purchaser as a cost of collection.
- I. Purchaser agrees and acknowledges that any defects, errors, or disputes of any nature pertaining to the accuracy or validity of invoice and/or monthly billing statements, including, but not limited to, disputes as to the authority of the individual signing the delivery ticket to charge upon Purchaser's account(s), or the authority of the individual signing a Contract Proposal/Agreement; disputes as to the amount charged, materials invoiced or services provided; disputes as to the location to which materials are to be delivered; and disputes as to the application of payments upon the account(s)/contract(s) are waived by Purchaser unless Purchaser notifies Gale Lim Construction LLC of the same in writing within 15 days of Purchaser's receipt of such invoices. Purchaser shall be deemed to have received an invoice at the time Purchaser received the monthly email updates reflecting that invoice. Purchaser shall be deemed to have received a monthly billing on the 3<sup>rd</sup> day after it is placed in the U.S. Mail by Gale Lim Construction LLC, or immediately if sent via email.
- J. Gale Lim Construction LLC hereby require(s) that Purchaser shall designate the contract(s) or invoice(s) to which each payment made is to be applied. This requirement is ongoing and applies to each payment received. If Purchaser fails to comply with this requirement with specific designation instructions, Purchaser agrees that Gale Lim Construction LLC is/are authorized to apply all undesignated payments at the sole discretion of Gale Lim Construction LLC.
- K. It is the Purchaser's obligation to notify Gale Lim Construction LLC in writing and by certified mail of any change to any of the information provided by Purchaser in the Credit Application and Conditions of Material Sales and Contract Services to which this Agreement corresponds. Until and unless such written notice is addressed to and received by Gale Lim Construction LLC at 301 North 700 West Blackfoot, Id 83221, the parties and entities named in the Credit Application and Conditions of Material Sales and Contract Services shall remain liable to Gale Lim Construction LLC upon the account(s) and/or contract(s) and under the terms set forth herein.

The information submitted on this application is for the purpose of obtaining credit and is warranted to be true. I agree to the stated terms of this Agreement and agree that this Agreement shall be relied upon for any and all material purchases and/or for any and all services provided under Contract Proposal/Agreement. I hereby authorize Gale Lim Construction LLC and its authorized agent(s) to investigate and employ any credit information bureau service and/or Investigative agency and/or any other persons pertaining to my credit and financial responsibility, and I further authorize and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy, scan, digital or fax copy shall be given the same effect as the original. The undersigned personally and as an individual hereby knowingly consents to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et seq.

I certify that I am the Purchaser or the authorized agent of the Purchaser and that I have authority to bind the Purchaser to the terms of this Agreement. By signing this Agreement the Purchaser acknowledges receipt of a coy hereto.

Dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
(Purchaser-Corporate Officer – Owner- Builder)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Block Print Signer's Name)

Title: \_\_\_\_\_

**Personal and Continuing GUARANTEE TO GALE LIM CONSTRUCTION LLC:**

In consideration of the extension of credit to the above named Purchaser and in connection with the purchase of material, supplies and/or services provided under Contract Proposal/Agreement, the undersigned, as guarantor, herby personally and individually guarantees to Gale Lim Construction LLC that the above named Purchaser will fully and promptly perform its present and future obligations to Gale Lim Construction LLC. In the event of default, the guarantor agrees to pay all balances due, as well as finance charges, reasonable attorney's fees and costs incurred in due course of any collection action taken as outlined in the Agreement above.

This guarantee shall be enforceable without first resorting to, or exhausting any remedies against Purchaser or any other party. Notice of acceptance of this guarantee is waived as well as notice of default in the event that Purchaser fails to satisfy any indebtedness covered by this guarantee. This guarantee may be cancelled by the undersigned at any time upon the receipt of written notice by Certified US Mail addressed to Gale Lim Construction LLC at 301 North 700 West Blackfoot, Id 83221. Cancellation may/will result in immediate default of the Agreement terms and immediate breach of any Contract Proposal/Agreement, with Gale Lim Construction LLC having the right to terminate at its sole discretion, and all debts incurred prior to receipt of cancellation shall be due and payable in full prior to release of guarantee.

The undersigned authorizes Gale Lim Construction LLC, or its Agents to secure a credit report and agree(s) to the release of credit information. If Purchaser is seeking to obtain credit from Gale Lim Construction LLC as indicated above. Purchaser agrees that any credit information obtained by Gale Lim Construction LLC will be shared with each of the Gale Lim Construction LLC Pits by whom credit will be extended. This guarantee and authorization shall be continuing without expiration and a photocopy, scan, digital or fax copy shall be given the same effect as the original. The undersigned personally and as (an) individual(s) hereby knowingly consent(s) to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

Signed \_\_\_\_\_  
(Guarantor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Block Print Signer's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)