



KAYDEN PREMIER ENTERPRISES, INC.

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:	Point of Contact:		
Bank address:	Phone:		
City:	State:	ZIP Code:	
Type of account	Account number		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

ORDERING INFORMATION

Do you require purchase orders or any special numbering system? If yes, please describe:

Please list your employees who are authorized to make purchases on this account:

AGREEMENT

1. Payment is due net 20 days from date of invoice. However, in the event that an account customer elects to pay on their account with a credit card, payment is due upon receipt of material. A finance charge of 1% per month will be applied to overdue invoices. A \$35.00 returned check fee will be applied if a check is returned from the bank.
2. Sales taxes are charged on all materials to all Customers unless a tax exempt certificate is on file with Kayden Premier Enterprises, Inc.
3. Waiting time will be charged on all job sites after the first 15 minutes and billed in increments of 15 minutes thereafter.
4. Haul rates are based on full truck load volumes only. Partial load deliveries will be invoiced at the full truck rate (22 tons) for all geographic areas.
5. Customer hereby authorizes Kayden Premier Enterprises, Inc. to contact bank and trade references at any time for the purposes of credit extension and review of credit account. Kayden Premier Enterprises, Inc. reserves the right to suspend, limit, or change credit terms at any time. If requested, customer agrees to furnish Kayden Premier Enterprises, Inc. with any bond and project information within five days and before future deliveries are made.
6. If a customer notices an error on his invoices, Kayden Premier Enterprises, Inc, must be notified in writing within five (5) days of the invoice date, stating the invoice number, amount of error, and description of error. Invoice charges will be considered valid if no written dispute is made. In the event of a pricing dispute, only the Kayden Premier Enterprises, Inc. written quote will be honored. We do not honor verbal pricing. Purchase orders and other documentation do not replace, modify, or void these credit terms at any time. If a customer requires purchase orders or a numbering system, we must have hardcopies of these prior to placing the order. In the event of a conflict between these Terms and Conditions of Credit an any other documents, these Terms and Conditions will prevail. Discrepancies in quantity or quality of any material delivered must be called into our office on the date of delivery. Kayden Premier Enterprises, Inc. is not responsible for damages due to weather conditions, poor jobsite conditions, and the customer's failure or delay to notify us of any discrepancies of delivered materials.
7. All shipments to any one project shall be considered part of a specific continuing contract related to a single project. Any lien and bond waivers will be effective only to the extent of the actual dollar amounts received, deposited, and cleared from the bank upon which the check is drawn. Kayden Premier Enterprises, Inc. reserves the right to suspend or refuse orders due to non-payment of past due invoice balances without prior notice until payment is made in full or the dispute is settled. Kayden Premier Enterprises, Inc. shall not, in any event, be responsible for damages due to delays in supply of any materials or labor. For sums justly due and undisputed amounts, the Customer agrees and understands that customer shall not set off, deduct, or charge back any claims it has or may have against this account, that customer has no other interest or property right in or to the funds to be paid to Kayden Premier Enterprises, Inc., and irrevocably assigns to Kayden Premier Enterprises, Inc. it's accounts receivable to Kayden Premier Enterprises, Inc. from project owner/contractor.
8. Any measurements, material take-offs, and/or material quantities estimates given by Kayden Premier Enterprises, Inc. are NOT to be considered exact and are to be used for general estimating purposes only. Customer assumes the risk of any overages or shortages created by utilizing our general estimates and any such overages or shortages are the sole responsibility of the Customer.
9. Release of Delivery Liability – Inadequate Deliver Site: Customer understands and agrees that it is the customer's responsibility to provide a proper and safe delivery unloading site. This, customer agrees that Kayden Premier Enterprises, Inc., its servants, agents, employees, or subcontractors shall not be liable to the customer for any claims, demands, injuries, damages, economic loss, actions or causes of action whatsoever, to my person or property arising out of or related to an inadequate loading or delivery site. Futhermore, customer agrees that customer will be responsible for an pay any and all fees/expenses/damages caused by an inadequate delivery

site including, but not limited to, damage to delivery vehicle and apparatus, waiting time fees, and towing fees.

10. Release of Delivery Liability – Damage Incurred During Delivery: Kayden Premier Enterprises, Inc. shall not be liable for any damages incurred during delivery including but not limited to damage to curbs, driveways, structures, mailboxes, lawn, trees, shrubs, underground or overhead utilities, septic systems, irrigation systems, and adjoining property and structures. Thus, customer expressly hereby forever releases and discharges Kayden Premier Enterprises, Inc. from all claims, demands, injuries, damages, economic loss, actions or causes of actions, and from all acts of active or passive negligence on the part of Kayden Premier Enterprises, Inc. its servants, agents, employees, or subcontractors arising out of or related to the delivery of the materials. Customer shall indemnify Kayden Premier Enterprises, Inc. and make Kayden Premier Enterprises, Inc. financially whole, including but not limited to, reimbursement of reasonable attorney’s fees incurred by Kayden Premier Enterprises, Inc., and shall hold Kayden Premier Enterprises, Inc. harmless from any and all claims by any third parties related to or arising out of the deliver/unloading of materials.
11. Jurisdiction and Venue: The parties hereby agree that the State of Maryland shall have jurisdiction with regard to all disputes related to or arising out of this Agreement and all purchases and rentals. The parties further agree that Baltimore City, Maryland shall be the appropriate county in which to file all suits with regard to any and all controversies related to or arising out of this agreement.
12. Kayden Premier Enterprises, Inc. may report account history to various credit reporting agencies for the purposes of reporting and collecting credit history. Kayden Premier Enterprises, Inc.’s credit policies are in compliance with all Federal, State, and Local laws including the Equal Credit Opportunity Act, the Consumer Credit Protection Act, and the Fair Debt Collection Practices Act.
13. Limitation of Consequential Damages: The parties to this transaction expressly agree, pursuant to the Maryland Uniform Commercial Code, that the buyer/customer’s measure of damages and exclusive and sole remedy shall be limited to the repayment of the price of the non-conforming goods or parts, or to the replacement of the non-conforming goods or parts.
14. Applicable Law/Severability: The validity, construction, and performance of these Terms and Conditions shall be governed by the State of Maryland, without regard to its conflict of law provisions. If any provision to these Terms and Conditions is held to be unenforceable under applicable law, that provision shall be excluded from these Terms and Conditions, and the balance of this Agreement shall be enforceable in accordance with its terms.

In the event that it becomes necessary to refer the account to an attorney for collection, I/we agree to pay all costs of collections including reasonable court costs and attorney’s fees in the amount of 25% (twenty five percent) of the outstanding amount due except that the minimum of such attorney’s fees shall be \$500 (five hundred dollars).

By signing below, (1) I/We certify that all information provided on this Application is correct and understand and agree to the Terms and Conditions of Credit set forth herein; (2) I/We agree to give notice to Kayden Premier Enterprises, Inc. within 30 days of any changes in the information contained herein of this Credit Application; (3) I/We hereby represent that I am authorized to sign and enter into this credit agreement with Kayden Premier Enterprises, Inc. on behalf of the applicant.

Authorized Signature: _____ Date: ____/____/____

Print Name: _____ Title: _____

Witness Signature: _____ Witness Name: _____