



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

CREDIT APPLICATION

AND AGREEMENT TO TERMS

Full name of company: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Business Entity: Sole Proprietorship ____ Partnership ____ Corporation ____

Date incorporated or established: _____

Purchase Orders required? Y / N Purchase Order # _____

OWNERSHIP INFORMATION

Please name two (2) Principals or Officers:

1) _____
Name Title

_____ Social Security # Date of Birth Driver's License #

_____ Residence Address / Phone #

(If residence address is a P.O. Box - Please list street address.)

2) _____
Name Title

_____ Social Security # Date of Birth Driver's License #

_____ Residence Address / Phone #

(If residence address is a P.O. Box - Please list street address.)



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

BUSINESS LICENSES HELD

Contractor's License # _____ Resale # _____
(Please send copy of resale certificate w/application)

Federal Tax ID # _____ State Tax ID # _____

TRADE REFERENCES

1) _____
Name Account # Phone #/Fax #

Address City, State & Zip Code

2) _____
Name Account # Phone #/Fax #

Address City, State & Zip Code

3) _____
Name Account # Phone #/Fax #

Address City, State & Zip Code

BANK ACCOUNT INFORMATION

Name of Bank: _____ Branch: _____

Address: _____

Checking Account # _____

Other Account #(s) _____



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

BILLING

Individual Responsible for paying bills: _____

Phone: _____ Email: _____

How timely do you pay your bills: _____ Per Terms _____ 30 Days Slow _____ Other (please explain)

Has the Company ever filed for Bankruptcy: _____

If yes, when, in what jurisdiction and under what chapter: _____

FINANCIAL INFORMATION

Current Assets: _____ Current Liabilities: _____

Total Assets: _____ Total Liabilities: _____

Net Worth: _____

AUTHORIZED BUYERS

Please list all persons authorized to place orders on or cause charges to be placed on your account:



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

ACCOUNT AGREEMENT WITH TERMS OF SALE

In consideration of the processing by Clean Planet, Inc. (hereafter "seller") of this application, and/or the extension of any credit to applicant and/or the making of any sales to applicant subsequent to the signing of this document by applicant, applicant (hereafter "buyer" agrees as follows:

1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller Varying such terms, payment shall be net 30 days. Payment shall be due within 30 days from the date of the invoice in the full amount of the invoice without retention of any amounts by Buyer. Past due accounts may be placed on C.O.D. by Seller without notice. Past due amounts shall be subject to late charges as provided in paragraph 2 below.
2. Buyer shall pay Seller (not as a penalty but as liquidated damages based on the impracticality of fixing actual damages) a late charge on all amounts not paid when due computed at the rate of two (2%) percent per month (which is an annual percentage rate of 24%), or the maximum rate permitted by law in the event such rate is lower, beginning on the thirty-first (31st) day from the date of the invoice until paid in full. Payments shall be applied first to accrued late charges, then to past due amounts. Additionally, there will be a \$20.00 flat late charge for each invoice that is not paid per terms.
3. Buyer agrees to pay all Seller's reasonable attorney's fees and collection costs in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
4. If Buyer send Seller a purchase order, Buyer acknowledges that such purchase order shall not become part of the parties' agreement concerning any resulting sales transaction. This Account Agreement, together with Material Quote from Seller, any other agreements required by Seller and future invoices from Seller, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement and Seller's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
5. In the event a check is given as payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions hereof, including paragraphs 2 and 3, shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.
6. Buyers shall fully and promptly furnish Seller information needed or requested by Seller for proper filling out and service of a Preliminary Twenty-Day Notice under the Mechanic's Lien Law. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.
7. Seller, or any credit bureau or other investigative agency employed by Seller, is authorized to investigate any reference or information hereon listed or statement or other data obtained from Buyer or any other person pertaining to the Buyer's credit and financial responsibility.
8. Upon a change in principals or the type or nature of Buyer's form of legal entity, Buyer and such new principal(s)/entity will give written notice thereof within 15 days to the credit department of Clean Planet, Inc., Stockton, California and Buyer's new principal(s) or legal entity shall become bound by all terms and provisions of this Account Agreement.
9. Seller reserves the right to approve or refuse credit on an individual sale or project by project basis at Seller's discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice.
10. This Credit Application and Account Agreement is submitted, entered into and is to be performed at Seller's place of business, from where Seller decides whether or not to extend credit to or make a sale to Buyer. This Agreement will be governed by the laws of the State where Seller's place of business is located, without regard to conflicts of laws and principles.
11. The person signing this application warrants and declares under penalty of perjury that information provided by Buyer is true and correct and that the person signing this application is authorized to do so on behalf of Buyer.

Company Name

Date

Signature (Officer or Principal Only)

Type or Print Name & Title



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

Continuing Personal Guaranty

Inconsideration of Clean Planet Inc. extending credit and making future sales to Applicant/Buyer, the undersigned personally guarantees Applicant's/Buyer's performance of all its obligations under the above Account Agreement. Including but not limited to, payment of any and all charges and/or money due to Clean Planet, Inc. The undersigned waives any right to (a) notice of Applicant's/Buyer's default, (b) demand/presentment and (c) require Clean Planet Inc. to proceed first against Applicant/Buyer, proceed against or exhaust any security or pursue any other remedy. The undersigned hereby authorizes Clean Planet Inc. without notice or demand from time to time to do any of the following: (a) renew, compromise, extend, accelerate or otherwise change the terms and amount of the obligations guaranteed, (b) taken and hold security for the obligations guaranteed and exchange, enforce, waive and release any security, (c) apply security and direct the order or manner of sale of security as Clean Planet Inc. in its sole discretion may determine, and (d) assign the Account Agreement and this Guaranty in whole or in part. In addition to the amounts guaranteed, the undersigned shall pay Clean Planet Inc. reasonable attorney's fees incurred in enforcing the Guaranty. This Guaranty is submitted, entered into and is to be performed at Clean Planet Inc.'s office in Stockton, California.

Signature of Guarantor

Date

Type or Print Full Name of Guarantor



250 Port Road 23
Stockton CA, 95201
Office: (209) 463-1067

Please Mail to our office upon completion.

CREDIT REFERENCE AUTHORIZATION FORM

The following company has applied for credit and has given your name as a reference:

Company: _____

Business Address: _____

The undersigned authorizes an inquiry as to the credit information of the business. In addition, credit if granted may be withdrawn at any time.

I authorize the release of my credit information to Clean Planet Inc.

Authorized By: _____

Date _____