

WESTERN CONSTRUCTION MATERIALS, LLC

1245 South 1200 West * Heber City, Utah 84032
Phone (435) 654-2463 * Fax (435) 654- 5529
Email: WCM.BROWNS@GMAIL.COM

Credit Application

Business Name	Federal ID#	Phone Number	Email	Fax Number
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Street Address	City	State & Zip Code
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Mailing Address (if different)	City	State & Zip Code
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Form of Business (check one):

- ☐ Corporation
☐ Partnership
☐ Proprietorship
☐ Other _____

Principals of Business:

Name	Address	Social Security Number	Phone Number
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Name	Address	Social Security Number	Phone Number
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Utah Contractors License #	License # other states, please identify
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Bonding Agent Name:	Address	Phone Number
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Bank References:

Name	Branch/Address	Contact	Phone Number
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Name	Branch/Address	Contact	Phone Number
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Trade References:

Name	Branch/Address	Contact	Phone Number
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Name	Branch/Address	Contact	Phone Number
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Are there now or have there been any judgments, bankruptcies, garnishments or other legal proceedings against you?
_____ If yes, please explain in detail on a separate sheet.

Please complete page 1 & 2, Application will not be processed without both pages completed. Thank you.

Witt Excavating, Inc.
Credit Application, page 2

CONTRACT AND SECURITY AGREEMENT

The undersigned, individually and collectively, warrant that all information provided in the Credit Application is true and correct. The undersigned acknowledge and understand that Witt Excavating, Inc., ("Witt") will rely on the information and credit may be extended based on the information provided herein.

All amounts due for purchases made by or on behalf of the undersigned shall be paid at Heber, UT on or before the 30th day following the invoice date. If the full amount is not paid when due, the undersigned agree to pay a finance charge of one-half percent (1.5%) per month, compounded monthly, from the invoice date. In the event the undersigned fail to pay the amount of any invoice within thirty (30) days after the invoice date, the undersigned agree to pay all of Witt's costs of collection, court costs, and reasonable attorney's fees incurred to collect such invoice amount, whether incurred with or without suit and before or after judgment. The undersigned, including guarantors, waive any objection to the exercise of personal jurisdiction over them by courts of the State of Utah or any federal court and agree that legal action brought to enforce the terms of the contract may be brought in Wasatch County, Utah.

This Contract and Security Agreement covers all goods and services which the undersigned purchases from or enters into contract for with Witt. The undersigned expressly grant Witt a security interest in all accounts receivable, inventory and equipment, both current and after-acquired, to secure amounts which are currently owed or may arise under this Contract and Security Agreement. The undersigned authorize Witt to execute and file all documents necessary to perfect and continue the security interest granted herein.

This Contract and Security Agreement constitutes the entire agreement between parties. No waivers or modifications hereof shall be valid unless made in writing and executed by the undersigned and Witt. This Contract and Security Agreement shall apply and inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assignees of the respective parties.

The undersigned hereby authorize persons and trade references named in the Credit Application to release credit information concerning the undersigned.

The undersigned hereby acknowledge that the undersigned have received a copy of the foregoing at the time of its execution, have read it and understand the same.

Date: _____

Date: _____

Signed: _____

Signed: _____

Name (Print): _____

Name: (Print) _____

Title: _____

Title: _____

PERSONAL GUARANTEE

For and in consideration of Witt Excavating, Inc., extending credit to _____ or to any other business entity controlled either directly or indirectly, by the guarantor, the undersigned guarantors jointly and severally do hereby guarantee to pay Witt the amount of the indebtedness of said business entity, including liability for any collections costs and attorney's fees, whether said indebtedness has already been incurred or hereafter incurred, upon demand therefore and agree to be bound by the foregoing Contract and Security Agreement. The undersigned guarantors hereby waive notice of acceptance of the guarantee, presentment for payment, notice of non-payment, and protest of any extensions of time of payment, and all other notice to which the undersigned might otherwise be entitled. This guarantee shall remain in full force and effect until terminated by notice in writing by the undersigned, provided, however, that such termination shall not affect liability for the indebtedness incurred prior to the receipt of the notice of termination by Witt.

(Do not use Company Name or Title in this section)

Date: _____

Date: _____

Signed: _____

Signed: _____

Name (Print): _____

Name (Print): _____

Please complete page 1 & 2, Application will not be processed without both pages completed. Thank you.