



Internet Info	OFFICE USE ONLY		
Website Location: _____	CUST. #: _____	TYPE: _____	REP: _____
E-Mail Address: _____	DATE APP. SENT: _____	SENT BY: _____	PMM #: _____
	<input type="checkbox"/> MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> OTHER: _____
	APPROVED BY: _____		DATE: _____
			<input type="checkbox"/> VISIT <input type="checkbox"/> PHONE
			<input type="checkbox"/> BANK INFO RECVD. _____

CONFIDENTIAL APPLICATION FOR CREDIT

CO. NAME: _____ Tel: _____ Fax: _____

NOTE: ATTACH ADDITIONAL BRANCH ADDRESSES, IF ANY, ON A SEPARATE SHEET

Bill to Address: _____

Ship to Address:	STREET _____	CITY _____	STATE _____	ZIP _____	WEBSITE _____
	STREET _____	CITY _____	STATE _____	ZIP _____	E-MAIL _____

Type of Business: DISTRIBUTOR CONTRACTOR OTHER: _____

LEGAL IDENTITY: Sole Ownership Partnership Corporation Federal ID/SS #: _____

State of Incorporation: _____ Date of Incorporation: _____ Resale #: _____

D & B: _____ (SUBMIT COMPLETED RE SALE CARD)

Principals:

Name: _____ Home Address: _____

City: _____ State: _____ Zip: _____ Title: _____

Name: _____ Home Address: _____

City: _____ State: _____ Zip: _____ Title: _____

Name: _____ Home Address: _____

City: _____ State: _____ Zip: _____ Title: _____

YEARS IN BUSINESS: _____ **ANNUAL SALES VOLUME: \$** _____

Bank Reference: _____

NAME	ADDRESS	STATE	ZIP
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Bank Officer: _____ Phone: _____ Fax: _____

Checking Acct. # _____ Loan # (s): _____

Credit/Supplier References

1. _____

Company Name	Address	State	Zip Code
Contact Name	Phone #	Fax #	E-mail
Types of Products			
2. _____

Company Name	Address	State	Zip Code
Contact Name	Phone #	Fax #	E-mail
Types of Products			
3. _____

Company Name	Address	State	Zip Code
Contact Name	Phone #	Fax #	E-mail
Types of Products			

This agreement shall be binding upon the heirs, personal representatives and assigns of the parties. Signatories represent that they have the authority to sign this agreement. I declare, under penalty of perjury under the laws of the state of California, that the foregoing is true and correct. I have read and agree to all terms and conditions of the Customer Agreement as set forth on the reverse side of this Credit Application.

The undersigned also authorizes the aforementioned Bank and/or credit reporting bureau to release any information regarding checking accounts, loans, obligations or other information necessary to Roofmaster in consideration of granting open credit status to the applicant.

Dated: _____ Signed: _____ Title: _____

ROOFMASTER PRODUCTS COMPANY

CUSTOMER AGREEMENT

This application for the extension of credit made on the date stated on the front page hereof and the information provided herein is given by the undersigned applicant, hereinafter "Customer", to induce Roofmaster Products Company, hereinafter "Roofmaster", to open a credit account. In consideration of Roofmaster investigating the application and/or opening a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, Customer agrees as follows:

1. Customer authorizes Roofmaster to obtain any and all credit worthiness information it deems necessary from any and all sources. Customer waives any and all rights it has or may have to recover in damages for any reason whatsoever from said sources of information concerning Customer.
2. Customer, if the account is opened, agrees that all sales are F.O.B. LOS ANGELES (unless otherwise agreed to by both parties) and further agrees to pay the amount due within thirty (30) days following the date of purchase or as otherwise provided in any written contract between the parties or other stated or written terms by Roofmaster. A 1% cash discount will be allowed for current, open credit accounts if payment is mailed within 10 days of the invoice date. Cash discounts on current invoices will not be allowed if past due invoices are not paid. No cash discounts will be allowed on Freight, Labor or Sales Taxes.

Customer agrees to pay a service charge on any past due balances subject to a service charge equal to the maximum rate permitted under Section 1, Article XV of the California Constitution amended by Proposition 2, effective November 7, 1979. In the event the account is past due, Customer agrees that Roofmaster shall have the right to terminate all deliveries and the right to declare the entire balance due and payable without notice or demand.

Customer authorizes and consents to Roofmaster's application of all payments and credits as follows:

First to costs of collection, if any; next to accrued interest; and finally to such unpaid invoice amounts as Roofmaster shall determine.

3. Any discrepancies, shortages, claims, or incorrect shipments shall be reported by fax, letter or telephone to Roofmaster IMMEDIATELY upon receipt, and in no event, later than 5 calendar days after said receipt. Roofmaster shall be responsible for responding to said discrepancies only if notified within said 5 calendar day period.
4. Customer agrees to pay on demand to Roofmaster any and all court costs, actual attorneys' fees without reference to any court fee schedule, recording fees, title reports, liens, payment bonds and other expenses or charges, incurred by Roofmaster in collecting or attempting to collect money from Customer or enforcing or defending or prosecuting any claim against insurance companies, claims in bankruptcy, or with any assignee for the benefit of creditors.
5. Roofmaster does not hereby waive any other legal rights or remedies Roofmaster may have.
6. All disputes arising from or related to this Agreement shall be mediated before resorting to arbitration as set forth below. Mediations shall be conducted by, and pursuant to the rules of, any qualified individual or alternative dispute resolution organization including, but not limited to, IVAMS, JAMS, or American Arbitration Association. The party initiating mediation shall have the power to select the individual or mediation organization. The selection, if of a qualified individual or organization, shall be binding on the parties in the absence of a written agreement otherwise.
7. All disputes arising from or related to this Agreement not resolved by mediation shall be decided by neutral, binding arbitration and not by court action, except as provided by California law for judicial review and enforcement of arbitration proceedings. Any arbitration shall be conducted by, and pursuant to the rules of, any qualified individuals or alternative dispute resolution organization including, but not limited to, IVAMS, JAMS, or American Arbitration Association. The party initiating arbitration shall have the power to select the individual or arbitration organization. The selection, if of a qualified individual or organization, shall be binding on the parties in the absence of a written agreement otherwise.
If an initiating party selects an individual arbitrator, the arbitration shall be conducted by a three person panel, with one arbitrator selected by each party and the third arbitrator selected by the first two arbitrators.
8. This agreement shall be governed by and interpreted under the laws of the State of California. Venue for all dispute resolution proceedings shall be in Los Angeles County, California.