



**CREDIT APPLICATION**  
*Fillable Application*

Company Name \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Account Payable Contact: \_\_\_\_\_ Accounts Payable Phone #: (\_\_\_\_) \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_ PO#s Required?  Yes  No

**Billing Cycle**  
Every Monday and Thursday

Credit Amount Desired: \$ \_\_\_\_\_

Corporation  Partnership  Proprietorship  \*Individual

Incorporated within the last 12 months? \_\_\_\_\_ Tax ID or SSN: \_\_\_\_\_ State: \_\_\_\_\_

Owner(s) Name, Address & Phone # : \_\_\_\_\_

President Name: \_\_\_\_\_ Vice President Name: \_\_\_\_\_

*\*If Individual Complete this information required\** Name of Purchaser: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Years this address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

SSN# \_\_\_\_\_

**Bank References**

Bank: \_\_\_\_\_ Bank Phone Contact: (\_\_\_\_) \_\_\_\_\_

Bank Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # (Checking & Savings) : \_\_\_\_\_ Account Representative: \_\_\_\_\_

**Trade References**

**\*\*\* 3 Business / Trade References Required \*\*\***

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

**If credit is extended by ESG, all terms and conditions on the attached "Credit Terms and Exclusion of Warranties" shall be applicable. A copy of ESG's "Credit Terms and Exclusion of Warranties" is acknowledged as received by the undersigned and such terms, as listed therein are the express conditions, which govern any credit purchases. The applicant acknowledges the terms set forth in the attached "Site 4 Import/Export Permit" for importing materials in our dump site.**

I certify that the information provided is true and correct, and that I can and will comply with Eklutna Services dba Eklutna Sand & Gravel's credit terms. Eklutna **credit terms** are **Net 20 days from receipt of Invoice**. Finance charges will be added to **ALL** past due invoices.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Eklutna Services dba Eklutna Sand & Gravel**

Approved by \_\_\_\_\_ Signature \_\_\_\_\_ Date Approved \_\_\_\_\_

## CREDIT TERMS AND EXCLUSION OF WARRANTIES

### Eklutna Inc. and Subsidiaries

1. Each applicant must complete an application for credit, and these Credit Terms and Exclusions of Warranties are a part of that application.
2. Decisions will be based on the following:

Credit Reports	Length of Employment	Financing
References	Length of Time in Business	Length of Residency
3. All contractors must be licensed and bonded.
4. Limits may be set on the account; however, if credit is extended in excess of the limit, the applicant will be bound to pay the full amount.
- Initial*  
 5. Payment terms for all invoices will be Net 20. Accounts are considered past due over 30 days. Each payment or sum past due shall bear a late payment of 1.5% per month (APR 18%) or an amount not to exceed the highest rate permitted by law. \*Eklutna Sand & Gravel does not extend “pay when paid” terms.
6. Accounts that aged because of customer error will normally be treated as late accounts. Consideration for extraordinary circumstances may be considered by the Accounting Department.
7. Disputes should be promptly referred to the Accounting Department where they will be resolved as soon as possible.
- Initial*  
 8. An account that is (30) thirty days past due is considered in default and at Eklutna’s discretion, the account will be closed to further charges until the balance has been paid in full. Eklutna will execute its lien rights on any past due account, will institute collection procedures, and will exercise any other rights it may have under law or contract to secure payment of the past due account. If a lawsuit is filed, Eklutna shall be entitled to recover all attorneys’ fees and costs incurred by Eklutna.
9. A person having taken Bankruptcy may be denied credit.
- Initial*  
 10. Eklutna makes no express or implied warranty on goods or materials purchased on the account and expressly disclaims each and every implied warranty or merchantability and/or fitness for a particular purpose which might otherwise be implied in law with respect to the sale of such goods or materials. There are no warranties, which extend beyond the description contained in this instrument.

**\*\*RETAIN CREDIT TERMS AND EXCLUSION OF WARRANTIES FOR YOUR RECORDS\*\***

## NOTICE TO APPLICANT AND PERSONAL GUARANTOR

1. The applicant and any guarantor each hereby consents to Eklutna's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as a principal, proprietor, and/or guarantor under this credit application. Each hereby authorizes Eklutna to utilize a consumer credit report each from time to time in connection with the extension or continuation of the business credit represented by this credit application. The applicant and any guarantor each hereby knowingly consents to the use of such credit report consistent with the Federal For Credit Reporting Act as contained in the 15.U.S.C § et seq.
2. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Federal Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission
3. As an applicant for credit, you are entitled to a statement of reasons why your application is denied within 30 days if you request that statement within 60 days of notification to you. You may obtain this information from the credit manager of Eklutna at 16515 Centerfield Drive Ste 201, Eagle River, AK 99577, telephone (907) 696-2828. If notification to you is oral, you may request in writing a written confirmation, and such written confirmation will be provided within 30 days of your request.

### PERSONAL GUARANTEE

1. To induce Eklutna, Inc. and its subsidiaries to do business with and extend credit to \_\_\_\_\_  

(Legal Business Name)

 (Herein referred to as Principal Obligor), I personally guarantee, payment of all obligations of the Principal Obligor which occur pursuant on the credit application, including the Credit Terms and Exclusion of Warranties. This guarantee shall not be limited by any credit application if the Principal Obligor exceeds such limits.
2. My guarantee is absolute and unconditional.
3. I waive any rights I might otherwise have to:
  - a) notice of Eklutna's acceptance of this guarantee;
  - b) notice of transactions occurring under this guarantee; and
  - c) notice of Principal Obligor's default on its obligations to Eklutna.
4. I agree to provide Eklutna written notification of any changes in Name of Account, Location/Address, Ownership or Bonding information, and address of Guarantors.
5. Upon Principal Obligor's default, I agree to immediately become liable for Principal Obligor's obligations; Eklutna need not seek performance, payment, and collection from Principal Obligor before seeking payment from me.
6. If more than one person guarantees payment, I agree to be jointly and severally liable with all other guarantors for payment.
7. Any delay by Eklutna in enforcing Principal Obligor's obligations or my obligations under this guarantee shall not limit, release, or discharge my obligations under this guarantee.
8. Eklutna may release any other guarantor of the Principal Obligor's obligations without affecting my liability.
9. I agree to pay all costs and attorney's fees incurred by Eklutna in enforcing its rights against Principal Obligor and all guarantors, including myself.
10. To terminate my guarantee, I must provide written notice of termination to the credit department of Eklutna. My notice of termination must be signed not only by myself, but also by an authorized representative of Eklutna. Termination will not release me of liability for obligations arising before the effective date of my termination, and that effective date may not be a date prior to execution of this notice by an authorized representative of Eklutna.

Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name
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