

CONTRACT

TERMS AND CONDITIONS

- Initial

1. BINDING AGREEMENT - This agreement shall be between Applicant and Earth Retention, LLC. which includes ALL subsidiary corporations. In the event of litigation suit will be brought against Applicant by the subsidiary corporation from whom purchases were This agreement shall inure to the benefit of the successors and assigns of Earth Retention, LLC. and shall be binding upon Applicant’s heirs, legatees, devisees, personal representatives, successors and assigns.
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2. AUTHORIZATION FOR CREDIT REVIEW - Applicant hereby authorizes Earth Retention, LLC. to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any credit bureaus, creditors of Applicant trade references, banks or other financial institutions to supply Earth Retention, LLC. such information as Earth Retention, LLC. deems necessary to assist it in its consideration of the Credit Application.
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3. PAYMENT TERMS - If this credit application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Earth Retention, LLC. companies promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance calculated at the rate of the lesser of: (a) one and one-half percent (1 1/2%) per month unless otherwise indicated on a current invoice, in which case that rate would prevail of (b) the highest rate allowed by law. If Applicant should fail to fulfill any of its obligations under this Agreement or if Earth Retention, LLC., in good faith deems itself insecure because the prospect of payment is impaired or the prospect or performance of any provision of the Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, the Earth Retention, LLC., at its option and without notice may declare the entire unpaid balance owed by Applicant agrees to pay in full all costs expenses incurred by Earth Retention, LLC., in collecting the amounts owed by the applicant under this Agreement, including actually incurred court costs and reasonable attorney’s fees.
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4. DEFAULT - The occurrence of any of the following events shall constitute a default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of, any Warranty, Agreement, or other undertaking by Applicant in this Agreement; (b) Applicant or guarantor of Applicant’s indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors, (c) Any information or other representation now or hereafter made or furnished to Earth Retention, LLC., by Applicant or at Applicants request or instruction is, or is believed in good faith by Earth Retention, LLC. to be inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant’s indebtedness under this Agreement is lost, suffers material damages or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after Earth Retention, LLC. demands to inspect the same: (f) Any other event which causes Earth Retention, LLC. in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
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5. WAIVER - Earth Retention, LLC. may at its option, permit Applicant to remedy any default under this agreement without waiving the default so remedied or any other subsequent or prior default by Applicant. Application waives notice of default of this Agreement and waives notice of default of this Agreement and waives presentment, demand protest and notice of dishonor as to any instrument.
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6. ACCURACY OF INFORMATION - Applicant certifies that any and all information now or hereafter supplied to Earth Retention, LLC. by Applicant, or at Applicant’s request or instruction, is both accurate and complete, and Applicant will upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Earth Retention, LLC. or any change in any such information supplied, and of any change in Applicant’s residence, chief place of business or mailing address. Applicant shall promptly notify Earth Retention, LLC. if Applicant should change his name or begin to do business under any other name, Applicant shall promptly notify Earth Retention, LLC. by certified mail if he should incorporate this business at any time subsequent to the date of application.
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7. PROVISION OF INFORMATION - Applicant is required to provide Earth Retention, LLC. upon request information regarding bonding companies, general contractor, or owners for the purpose of filing preliminary notes, claims on payment bonds, or mechanics and materialman’s liens.
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8. CORPORATE AUTHORITY AND LIABILITY - Applicant warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not a corporation, Applicant acknowledges that Earth Retention, LLC. is relying upon the credit worthiness and financial ability of the owner or owners of Applicant and the new corporation shall be jointly and severally liable to Earth Retention, LLC. for all indebtedness of Applicant then existing and thereafter incurred.
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9. ADDITIONAL PROVISIONS - The rights and remedies of Earth Retention, LLC. stated on this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon Earth Retention, LLC. or incur to the benefit of Applicant until executed by an authorized officer of Earth Retention, LLC.
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10. PRODUCT CLAIMS - APPLICANT AGREES TO NOTIFY Earth Retention, LLC. SALES QUALITY CONTROL AND CREDIT DEPARTMENTS IN WRITING BY CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF ORIGINAL PURCHASE DATE OF ANY PRODUCTS DISPUTES AND NONPERFORMANCE CLAIMS REGARDING FAILURE TO MEET WRITTEN WARRANTY PROVISIONS OR BID SPECIFICATIONS. APPLICANT AGREES TO WAIVE ANY RIGHT TO CLAIM OR DISPUTE OFFSETS OR BACKCHARGES IF THE CLAIM IS NOT MADE ACCORDING TO ABOVE STATED TIME LIMITS.

As a further inducement to extend credit, my/our single signature(s) below evidences my/our application to Earth Retention, LLC. in both my/our individual and corporate capacities. If credit is granted, I/We Agree (individually and corporately) to be liable for, and pay all bills, when rendered. Business titles or designations following signature(s) below does not alleviate liability of the signatory(ies).

Applicant has read and hereby agreed to the terms and conditions listed above. The person signing below warrants and represents that he/she has the authority to enter into the Agreement on behalf of the Applicant.

Earth Retention, LLC.

Company Name

By: _____

By: _____

Print Name: _____