



Freeman Rock, Inc.
 Ready Mix Concrete * Rock – All Types
 Dump Truck Hauling
 Oregon Contractor's Board License #155569
 Oregon DBE # 3753 California DBE# 34639

99031 South Bank Chetco River Rd – P.O. Box 1218, Brookings OR 97415
Phone: 541-469-2444 Fax: 541-469-0247
Web page www.freemanrock.com

UPDATE OF APPLICATION FOR CREDIT

LEGAL BUSINESS NAME: _____ DATE FIRST ESTABLISHED: _____

Federal ID: _____ DUNS Number: _____ Today's Date: _____

Physical Address: _____ Mailing Address: _____

City: _____ State: _____ Zip: _____

Office Phone #: _____ FAX Number: _____

Project Manager: _____ Cell Phone: _____

Do You Require P.O.'s? Yes No Remarks: (Who do we call? Who can authorize? Etc.) _____

Accounts Payable Contact: _____ Phone: _____

E-mail: _____

Contractors Registration # _____ State of Registration: _____

Type of Business (Circle One): Commercial Cont Residential Cont. Homeowner For Single Business Use

Lender's Name: _____ Phone Number: _____

Mailing Address: _____

Principal Owners / Officers

NAME	SOCIAL SECURITY NUMBER	TITLE
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Terms and Conditions

1. Account Statements are mailed near the end of each month. The balance is due in full by the 10th of the next month. Balances not paid in full by the following statement will incur a 1.5 % account maintenance fee (18% annual percentage rate), with a \$5.00 minimum charge
2. Returned checks will be charged a \$30.00 fee. Returned checks not collected will be turned over to law enforcement for collection. The endorser will be liable for 3 times the face value and court costs.
3. Notice of Right to Lien will be sent to 3rd party property owners and lenders in accordance with Oregon and California state law.
4. Cost of Collection or Litigation: If Freeman Rock, Inc. is required to initiate collection proceedings to collect this account, the account holder or guarantor agrees to pay all collection costs incurred by Freeman Rock, Inc., including attorney fees and all other reasonable collection costs, whether or not any suit or action is filed. If suit or action is instituted to enforce or interpret any of the terms of this agreement, including any proceeding under the United States Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal, whether or not taxable as costs; including, without limitation, attorney fees, witness fees (expert and otherwise), witness travel expenses, deposition costs, copying charges and other expenses reasonably incurred. Account guarantor specifically agrees that it shall pay any charge imposed by an independent collection agency if this account is referred to an independent collection agency by Freeman Rock, Inc., including a percentage charge based on the balance owing (usually fifty percent) and account maintenance fees.
5. Freeman Rock, Inc. shall not be responsible for damage inside the curb or property line due to placement of concrete or rock.
6. You shall notify all applicable utility suppliers, obtain and pay for all permits, fees and licenses necessary for the performance of the work and shall pay all federal, state, and local taxes, applicable to the work.
7. Freeman Rock, Inc. shall be entitled to terminate all activities on this account should it become delinquent. Freeman Rock, Inc. shall reserve the right to take any steps necessary to collect.
8. Any changes to these terms will be in writing.
9. Freeman Rock shall reserve the right to charge at regular rates or overtime rates as appropriate for any time lost due to being called out to a job-site which is not ready for Freeman Rock to accomplish the ordered tasks.
10. I understand that by affixing my signature hereto, I agree to personally guarantee any and all indebtedness of the applicant herein to Freeman Rock, Inc, its successor and assigns.

Signature Principal Owner / Officer

Legal Business Name of Account