Customer #	
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# 1441 Callens Road, Ventura, CA 93003 Ph. (805) 644-4617 Fax (805) 644-0309 CONFIDENTIAL APPLICATION FOR OPEN ACCOUNT

FIRM NAME:		
STREET ADDRESS:		
CITY/STATE/ZIP:		
PHONE #	FAX #	
CORPORATION PARTNE	RSHIP INDIVID	UAL/SOLE PROPRIETOR
NAME OF OFFICERS OR PRIN	======================================	============
NAME	TITLE:	S/S#
NAME		
	PRESEN	NT LOCATION SINCE:
NAME OF BANK:		
ADDRESS:	PHONE#(	)
CITY/STATE/ZIP:	FAX#(	)



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### TRADE REFERENCES:

1) NAME			
PHONE# ( )		Acct.#	
ADDRESS			
FAX# or EMAIL (	)		
CITY/STATE/ZIP			
2) NAME			
		Acct.#	
ADDRESS			
FAX# or EMAIL (	)		
CITY/STATE/ZIP			
3) NAME			
PHONE# ( )		Acct.#	
ADDRESS			
FAX# or EMAIL (	)		
CITY/STATE/ZIP			



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### CHARGE AGREEMENT FOR PURCHASE OF MATERIALS AND SERVICES

#### I HEREBY REQUEST TO OPEN A CHARGE ACCOUNT FOR MATERIALS & SERVICES

ACCOUNT NAME:				
PHONE #	( )		EXT	
BILLING ADDRESS:				
CITY/STATE/ZIP:				
PURCHASE ORDER	REQUIRED?	YES	NO	
PERSONS AUTHORIZED TO CHARGE TO THIS ACCOUNT:				

I agree to furnish the address and location of each project that materials are purchased for.

This Agreement will remain in effect for all future purchases until revoked in writing by either party. Any state or local sales or use taxes due will be the responsibility of the purchaser, whether or not they are included in the purchase price.

Payment terms: Payment is due for all purchases made within 30 days of date of receipt of materials unless other arrangements have been made in writing, prior to delivery of materials. IN THE EVENT OF NON-PAYMENT OF THE OBLIGATION WITHIN SEVEN DAYS FROM DUE DATE, AS SET FORTH ON CHARGE TICKET, CUSTOMER AGREES TO PAY FINANCE CHARGE OF 1 ½% PER MONTH ON THE UNPAID BALANCE.

Jurisdiction and Venue: This Contract will be governed by and construed in accordance with the laws of the State of California and it is agreed by the Parties hereto that proper jurisdiction and venue of any action pertaining to the enforcement, interpretation, or construction of this Contract will be the County of Ventura, State of California.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration administered by the American Arbitration Association in accordance with its (applicable) rules and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceedings shall be held in the State of California, County of Ventura. The costs of arbitration shall be borne by each party at their own expense.

In the event of litigation or arbitration arising out of this agreement, or the performance, interpretation or construction thereof, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or this agreement, to an award



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#### **CHARGE AGREEMENT CONTINUED**

as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith, including fees and costs incurred prior to commencement of litigation or arbitration, on appeal or to enforce judgment. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

By signing this credit application agreement, the individual executing this application below on behalf of Buyer, individually and personally, represents and warrants to Fence Factory that: 1) He/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; and 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Fence Factory, will be entitled to recover its costs, including attorneys' fees, court costs and collection agency fees from the other party. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

By: Steven Bennett (Seller)	By:(Purchaser)
Date:	Date:



## 1441 Callens Road, Ventura, CA 93003 Ph. (805) 644-4617 Fax (805) 644-0309 CONFIDENTIAL REQUEST FOR CREDIT INFORMATION

TO:	O: D	ATE:
Atte	ttention: A	CCOUNT NUMBER:
Cre	redit Department:	
	H/	AS APPLIED FOR CREDIT WITH US.
	I ORDER TO PROCESS THEIR APPLICATION, IFORMATION TO COMPLETE OUR CREDIT C	
1.	LENGTH OF TIME ACCOUNT ESTABLISH	HEDYEARSMONTHS
2.	CREDIT LIMIT:	
3.	AVERAGE BALANCE	TERMS
4.	EXPERIENCE: GOOD PAYPER TERI	MSSLOW PAYPOOR
5.	EXPERIENCE: (OVERDRAFTS) NEVER	_OCCASIONALLYFREQUENT
ADI	DDITIONAL INFORMATION:	
	HANK YOU FOR YOUR COOPERATION. UTHORIZATION SIGNATURE FOR REALEASE	OF REQUESTED INFORMATION
RY:	Y: T	ITI F