



IOWA AND NEBRASKA YARDS

**2240 NE BROADWAY, DES MOINES, IA 50313
7070 SOUTH 109 AVE, LAVISTA, NE 68128
5340 NORTH 57TH STREET, LINCOLN, NE 68507-3149**

REMIT ORIGINAL CREDIT APPLICATION TO:

**7070 SOUTH 109TH AVE
LAVISTA, NE 68128
FAX 402-592-6977
PHONE 402-592-6992**

REMIT PAYMENTS TO:

**7070 SOUTH 109TH AVE
LAVISTA, NE 68128**

THIS CREDIT APPLICATION MUST BE FILLED IN COMPLETELY, SIGNED AND THE ORIGINAL INK SIGNATURE RETURNED TO US PRIOR TO AN ACCOUNT BEING SET UP.

| | | | |
|---|---------------------|--|--|
| LEGAL NAME OF COMPANY | | YRS IN BUS | ADDRESS |
| CITY | STATE | ZIP CODE | BILLING ADDRESS |
| TELEPHONE NUMBER () - | FAX NUMBER () - | PAGER and/or CELL NUMBER () - () - | |
| TYPE OF BUSINESS: SUBCONTRACTOR _____ | | GENERAL CONTRACTOR _____ HOME BUILDER _____ OTHER _____ | OWNERSHIP: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____ |
| NAME OF PRINCIPAL: | | TITLE: | SOCIAL SECURITY NUMBER |
| NAME OF PRINCIPAL: | | TITLE: | SOCIAL SECURITY NUMBER |
| AUTHORIZED BUYERS: | | | |
| DO YOU REQUIRE PURCHASE ORDER NUMBER? | | YES ___ NO ___ | HAVE YOU EVER TAKEN/ FILED BANKRUPTCY? YES ___ IF YES, NO ___ WHAT YEAR? |
| SALES TAX INFORMATION TAX EXEMPT ___ TAXABLE ___ | | TAX EXEMPT NUMBER: PLEASE ATTACH EXEMPT FORM (REQUIRED) | |

TRADE / CREDIT REFERENCES

| | | | |
|---------------|------------|---------------|------------|
| BUSINESS NAME | | BUSINESS NAME | |
| ADDRESS | | ADDRESS | |
| PHONE NUMBER | FAX NUMBER | PHONE NUMBER | FAX NUMBER |
| BUSINESS NAME | | BUSINESS NAME | |
| ADDRESS | | ADDRESS | |
| PHONE NUMBER | FAX NUMBER | PHONE NUMBER | FAX NUMBER |

The customer agrees to provide a complete address of each job site that material is being purchased for, whether delivered by our company or picked up by the customer. Rew Materials, Inc. reserves the right to notify property ownership or General Contractor's of material purchases for the property.

I, _____, AUTHORIZE MY BANK TO RELEASE INFORMATION ON MY ACCOUNT FOR THE PURPOSE OF OBTAINING CREDIT FROM Rew Materials, Inc.

BANK NAME: _____ BANK ACCOUNT: _____

BANK ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTRACTOR LICENSE INFORMATION

NUMBER _____ TYPE (CLASS) _____

ADDRESS ON LICENSE: _____ BIRTH DATE: _____

Indemnification for Vertical Stacking

Customer acknowledges that it is Rew Materials, Inc. custom and practice upon delivery of wallboard to flat stack the wallboard at the intended delivery site. Any orders placed pursuant to this application shall be deemed to be orders instructing Rew Materials, Inc. to flat stack the board pursuant to their normal custom and practice, unless instructions are received to the contrary. In the event that a Customer wishes Rew Materials, Inc. to vertical stack wall board at the intended delivery site, Customer acknowledges that it is making that request with the understanding that Rew Materials, Inc. is agreeing to do so based only upon the Customer's agreement to indemnify and hold Rew Materials, Inc., its shareholders, officers, directors, employees, agents, predecessor entities, successors and assigns harmless from any and all damages, costs or expenses, including reasonable attorneys' fees, incurred by Rew Materials, Inc. in connection with any cause of action, claim or lawsuit based upon or related to said vertical stacking. Customer agrees that Rew Materials, Inc. delivery and vertical stacking of wallboard at the delivery site pursuant to the instruction of Customer shall be evidence that Rew Materials, Inc. has satisfied its obligations to Customer in a manner sufficient to compensate Customer for and initiate Customer's obligations to indemnify Rew Materials, Inc. hereunder.

CREDIT AGREEMENT

In consideration of the extension of credit by Rew Materials, Inc., the undersigned Applicant agrees as follows:

1. Applicant will pay in full all amounts shown as due on the monthly billing provided by Rew Materials, Inc.. Full payment is due no later than the thirtieth (30th) of the month following billing. Any amounts not paid by the last day of the month following billing shall accrue interest at 1.5% per month from date due until paid. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to a third party for collection, or in the event that Rew Materials, Inc. successfully defends itself of others in any other litigation relating to this agreement, reasonable attorney's fees plus all attendant costs and fees.
2. Applicant will notify Rew Materials, Inc. in writing of any disputed charges on the monthly billing by the fifteenth (15th) of the month following the billing. Failure to so notify Rew Materials, Inc. in writing shall mean that Applicant agrees that the charges reflected on said billing are correct.
3. Applicant cannot return merchandise without Rew Materials, Inc. authorization. A restocking charge of 15% will be charged for all merchandise returned to the yard. If we pick up material a 20% restocking charge will apply. This charge will only be waived when the Rew Materials, Inc. is in error.
4. Rew Materials, Inc. shall not be liable for any delays in delivering merchandise.
5. Rew Materials, Inc. shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale or use of the goods or from any other cause relating hereto, and Rew Materials, Inc. liability in any case is expressly limited to the replacement of goods (in the form originally shipped) or, at Rew Materials, Inc. election, to the repayment of, or crediting buyer with, and amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.
6. Applicant agrees to immediately notify Rew Materials, Inc. in writing of any change of ownership or form of the business of Applicant.
7. This agreement may only be modified or amended by writing duly executed by all parties hereto. After any cancellation, the terms of this Agreement shall apply to all merchandise sold prior to said written notification. Applicant hereby grants Rew Materials, Inc. full power to receive on our behalf and to deposit any money, draft or check including any instrument drawn on the Treasury of the United States that is made jointly payable to Applicant and Rew Materials, Inc. and for that purpose to sign our name (s) and endorse any such instrument: and to use any and all sums to be applied to any of our accounts maintained with Rew Materials, Inc.
8. Those persons executing this agreement on behalf of Applicant warrant and represent that they have authority to bind Applicant and enter into this agreement.
9. The provisions contained in this agreement are severable and if any single provision is found to be unenforceable, it shall not make the remainder of this agreement unenforceable.
10. The undersigned also agrees that all suits, actions or other proceedings arising out of, or related directly or indirectly to this credit application or any sales of Rew Materials, Inc. goods shall be brought in the venue of Rew Materials, Inc. choice. In the case a judgement is issued against the undersigned, any cost incurred after the judgment shall also be paid and borne to the undersigned.
11. **By signing this agreement, the applicant hereby consents to Rew Materials, Inc. the right to obtain reports to Investigate their credit, employment, income and any other investigations Rew Materials, Inc. deems necessary, to make a sound credit decision.**

SIGNED AND DELIVERED this _____ day of _____, 20_____.

(Applicant Signature)

(Applicant Signature)

