



Return completed application to:
 SMS Credit Department
 200 West Forsyth Street, Suite 1200
 Jacksonville, FL 32202 or via email at
CreditDept@Bluegrassmaterials.com

Business Name _____
 Street Address _____
 Mailing Address, if different _____
 City _____ State _____ Zip _____ Phone No. _____
 Mobile No. _____ Fax No. _____

If you have previously had an account with St. Marys Sand Company LLC or its affiliates, please tell us when and where:

Check one: Corporation/LLC _____ Partnership _____ Sole Proprietor _____ FEIN or SS# _____

Describe your primary business: _____

Type of License(s) Held	State	Name of Holder	Number	Expiration Date

Date Established _____ If Corporation, Date and State Incorporated _____

Are you taxable? _____ (If non-taxable, a tax exempt certificate must be attached)

If you are already working with a Sales Representative, who is it? _____

Are POs required on invoices/tickets? ___Yes___No Should we send you statements? ___Yes___No

We prefer to communicate with you by E-mail – if acceptable, list the proper address by category:

General contact: _____ Material Safety Data Sheets: _____

Invoices: _____ Statements: _____

Name and Address of Principal Owner, Owners or Partners:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Please furnish at least three (3) TRADE REFERENCES with phone and fax number:

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Please furnish one bank reference with phone number and fax number:

Bank _____ Account # _____

Phone No. _____ Fax No. _____

CREDIT/SALES AGREEMENT

In consideration of and as an inducement to the periodic extensions of credit by St. Marys Sand Company LLC, the principal place of business of which is located in Duval County, Florida, or any of its subsidiaries or affiliated companies (hereafter collectively referred to as "Seller") to Customer, or its successors, permitted assigns, nominees, agents, or personal guarantors, if any (hereafter collectively referred to as "Customer"), Customer hereby agrees to the following terms and conditions:

1. Customer hereby certifies that the information provided on the Credit Application and Agreement (the Credit Application and Agreement and this Credit/Sales Agreement are together referred to herein as this "Agreement") is correct and complete and acknowledges and agrees that Seller will rely on this information for current and subsequent extensions of credit. CUSTOMER AUTHORIZES SELLER AT ANY TIME AND FROM TIME TO TIME TO CONDUCT AN INVESTIGATION OF CUSTOMER'S CREDIT HISTORY OR AVAILABLE FUNDING INFORMATION, BY OBTAINING CREDIT REPORTS ON CUSTOMER OR ANY INDIVIDUALS LISTED ON THE AGREEMENT, INCLUDING PERSONAL GUARANTORS, THROUGH CREDIT REPORTING AGENCIES OF SELLER'S CHOICE, AND/OR BY MAKING INQUIRIES TO CUSTOMER'S TRADE CREDITORS, VENDORS, BANKS AND OTHER LENDERS AS TO CUSTOMER'S CREDIT STANDING FOR REFERENCE PURPOSES, AND HEREBY AUTHORIZES ANY SUCH CREDIT REPORTING AGENCY, TRADE CREDITOR, VENDOR, BANK, AND OTHER LENDER TO RELEASE CREDIT OR FUNDING INFORMATION TO SELLER (WHETHER DURING OR AFTER THE INITIAL CREDIT EVALUATION PROCESS, INCLUDING AFTER ANY DEFAULT IN PAYMENT OR DURING COLLECTION ACTIVITY OR LITIGATION) BASED ON A PHOTOCOPY HEREOF. CUSTOMER UNDERSTANDS THAT SELLER'S DECISION TO GRANT OR DENY CREDIT MAY BE BASED IN WHOLE OR IN PART ON INFORMATION OBTAINED IN THIS INVESTIGATION. Customer agrees that it shall immediately notify Seller by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, of any changes of ownership, officers, or form in which the business operates, and that any failure to do so shall not affect or impair in any way Seller's enforcement of the terms hereof.
2. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Customer. Advice by Seller is for Customers guidance only and Customer agrees to rely solely on its own architects, engineers, other technical experts, or third parties.
3. Products and materials relating to these terms and conditions may be supplied by Seller or one or more of its affiliates or subsidiaries. Seller or one or more of its subsidiaries or affiliates may act as Seller's collection agent for Customer's account(s) with Seller, and shall have the ability to enforce the terms and conditions hereof. This Agreement is intended to benefit Seller and all such subsidiaries and affiliates.
4. Customer shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on our invoices or other notices of terms, without any right of setoff or retention and without regard to any agreement Customer may have with other parties. If Customer fails to pay in full the invoice amount when due, Customer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Seller, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Customer agrees to pay any and all costs and expenses incurred by Seller in collecting from Customer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Seller may suspend pending deliveries during any period when Customer has overdue balances or evidence of a changed financial condition.
5. Unless otherwise agreed to by Seller and Customer, Seller will invoice Customer for all deliveries/shipments of goods, wares, products, materials, supplies and equipment. Discounts, if offered, will be shown on the Customer invoice and will apply only if all previous balances are paid in full. Customer invoices are due in full by the 25th of the month following the invoice date.
6. Unless otherwise agreed to by Seller and Customer, Seller will send Customer a statement at the end of each billing cycle, if there is a balance on Customer's account. Customer shall be responsible for payment in accordance with the terms hereof, regardless of whether Customer receives a statement or an invoice.
7. Seller may charge Customer a monthly late fee (which shall be imposed each month on the statement closing date) equal to 5% of any outstanding balance that remains unpaid for at least two (2) billing cycles to help defray Seller's administrative costs associated with handling and collecting Customer's delinquent account, provided that Seller shall not impose a late fee for the applicable billing cycle if Seller has received a payment during the billing cycle of at least ten percent (10%) of the past due balance.
8. It is understood and agreed that in no event shall a Customer be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable law. The intention of Seller and Customer being to conform strictly to applicable usury laws now in force, any late fees, finance charge or interest in excess of allowable limits shall be subject to reduction to the amount allowed under applicable law.
9. In the absence of directions from Customer prior to application of Customer payments by Seller, Seller reserves the right to apply payments to Customer's account in any manner Seller chooses in its sole discretion, unless otherwise required by applicable law.
10. In the event that Customer fails to make payment in full on any invoice when due, or if Customer is in default of any provision hereunder or any other agreement between Customer and Seller, Seller may at its option exercise any one or more of the following rights or remedies: (i) refuse to accept additional orders from Customer (ii) cancel the unfilled portion of any orders placed by Customer, (iii) declare immediately due and payable all outstanding invoices to Customer whether or not such invoices are due and payable, and/or (iv) exercise any other rights or remedies that Seller may have at law or in equity.
11. Seller shall be entitled to assume that orders given and documents or receipts executed by employees or agents of Customer customarily relied upon shall have been validly authorized by Customer and that Customer will be responsible for them, unless Seller is otherwise notified in advance by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, and has had a reasonable opportunity to act upon such notice.
12. To secure payments and performance of all obligations, Customer hereby grants Seller a Purchase Money Security Interest in all inventory, equipment and goods distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Customer by Seller, wherever located, now owned and hereafter acquired. The security interest extends to all repossessions and returns, and all proceeds from the sale, lease or rental, and all existing or subsequently arising accounts and accounts receivable, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's security interest is explicitly limited to outstanding obligations between Seller and Customer.
13. Customer will insure collateral against all expected risks. Customer will not subject the collateral to any adverse encumbrance or lien. Customer authorizes Seller to file financing statements describing the collateral, and will assist Seller in taking the necessary action to perfect and protect Seller's security interest.
14. Customer agrees to pay all expenses and costs incurred by Seller to enforce the terms of this Agreement or of any invoice or statement or to collect any amounts due hereunder or under any invoice or statement, including reasonable attorneys' fees and court costs, whether suit be brought or not and whether incurred for consultation, litigation, post-Judgment, collection procedures (discovery, garnishment, levy, contempt proceedings, insolvency, or bankruptcy proceedings and Proceedings Supplementary) and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees.
15. **Customer voluntarily and irrevocably waives trial by jury with respect to any action or claim brought in connection with this Agreement.**
16. Customer shall make a careful inspection of all materials at the time of delivery. Customer's failure to give written notice of any type of claim within ten (10) days of delivery shall constitute an unqualified, irrevocable acceptance of the materials and a waiver of all claims with respect thereto. Seller will not be liable for damages, and back charges will not be accepted, without prior notification, an opportunity to view and repair, replace or otherwise cure. Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Customer's exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods or from any other cause shall be for

the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Customer. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AND THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO GUARANTY OF FINISHED WORK WHATSOEVER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGE DUE TO DELAY OF ANY TYPE OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, WHETHER SUCH CLAIM IS BASED ON EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF SUCH DAMAGES.**

17. Delay in delivery or non-delivery, in whole or in part, by Seller shall not be a breach or default by Seller if performance is delayed or made impracticable by the occurrence of any one or more of the following: (1) fires, floods or other casualties, (b) wars, riots, embargoes, governmental regulations or martial law, (c) inability to obtain necessary materials from usual sources of supply, (d) shortage of transportation or delays in transit, (e) strikes or other labor disputes, and (f) other conditions not reasonably within Seller's control, whether or not of a kind mentioned herein.

18. THESE TERMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE LITIGATED EXCLUSIVELY IN THE CIRCUIT COURT OF DUVAL COUNTY, FLORIDA, OR AT SELLER'S DISCRETION IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION. CUSTOMER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY SELLER IN SUCH COURT. CUSTOMER WAIVES ANY CLAIM THAT DUVAL COUNTY, FLORIDA, OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION, IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE.

19. Customer hereby expressly waives any objections to personal jurisdiction or to venue being laid therein, or on the basis that any such county is an inconvenient forum.

20. Seller shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification, amendment or addition shall be as stated in the written notice. Customer shall be deemed to have consented to the changes upon the placing of orders with Seller following receipt of such notice.

21. Seller's failure to insist in any one or more cases upon the strict performance of any of the terms or conditions hereof or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Seller's right to enforce strict compliance with these terms and conditions. A receipt and acceptance by Seller of any payment, or the acceptance or performance of anything required to be performed hereunder, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of such breach, nor shall any such acceptance of payment in a lesser amount than is herein provided for (regardless of any endorsement of any check, or any statement in any letter accompanying any payment) be construed either as an accord and satisfaction or in any manner other than as payment on account of the earliest amount then unpaid by Customer.

22. If any term or provision hereof or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of these terms and conditions, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

23. Unless otherwise specified herein, any notices or communications permitted or required to be given hereunder shall be in writing and shall be given by hand delivery, by overnight courier, by regular U.S. mail, or by U.S. certified mail, postage prepaid, return receipt requested, addressed to the addresses set out on the first page of the Credit Application and Agreement or such other place as the parties may from time to time designate in writing in accordance with this paragraph. Notices given by hand, by overnight courier, or by U.S. certified mail shall be effective upon receipt (or receipt refused). Notices given by regular U.S. mail shall be effective three (3) days after deposit in the U.S. mail.

24. This Agreement contains the entire agreement between the parties and may not be modified or amended except by a writing signed by both Seller and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any assignment not in accordance with the foregoing shall be void.

IN WITNESS WHEREOF, Customer has caused this Agreement to be signed by its duly authorized representative and execution by electronic signature or delivery of this Agreement to Seller by fax or email shall not impair the legal validity of the signatures below or the enforceability of this Agreement or the Personal Guaranty.

Witness: _____
Print Witness Name: _____

By: _____
Print: _____
Title: _____
Date: _____

PERSONAL GUARANTY

In consideration of and as an inducement to the periodic extensions of credit by St Marys Sand Company LLC or any of its subsidiaries or affiliated companies (collectively referred to in this Guaranty as "Seller") to the Customer named on the above Agreement or its successors, permitted assigns, nominees, agents, or personal guarantors, if any (collectively referred to in this Guaranty as Customer), the undersigned hereby jointly and severally guarantee payment to Seller in accordance with the terms and conditions set forth in the above Agreement of all sums, including interest and any other fees and charges, now due or which may hereafter become due and owing to Seller by Customer for goods, wares, products, materials, supplies, merchandise, and equipment previously or hereafter sold or supplied to Customer.

The undersigned hereby waive notice of acceptance of this Guaranty; notice of orders, sales, shipments, or deliveries; notice of default, nonpayment, extensions, cancellation of credit to Customer, and the acceptance of and/or release of notes or security from Customer for amounts owed by Customer. The undersigned hereby consent to, and waive notice of, any renewal, extension, substitution, modification, amendment or enforcement of the above Agreement, and the undersigned agree that any such renewal, extension, substitution, modification, amendment or enforcement shall in no way impair or affect the liability of this Guaranty. The undersigned agree that Seller shall not be required to seek legal or other means to attempt to collect sums owed by Customer before looking to the undersigned for payment.

This Guaranty is a continuing guaranty applying to all sales made to Customer, and shall not be revoked by the death of the guarantor but shall remain in full force and effect until canceled in writing by notice to Seller sent by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, to Seller's address set forth in the Credit Application and Agreement, such notice not to become effective until the thirtieth (30th) day following receipt thereof by Seller. Such cancellation shall only affect indebtedness incurred after the effective date of the notice, and shall only affect the person giving such notice. Termination of this Guaranty by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder. This Guaranty shall remain in full force and effect with respect to all materials supplied under the account of Customer until Seller has received written notice closing Customer's account or terminating this Guaranty mailed U.S. certified, return receipt requested, no matter what person or entity ordered or used the labor and material supplied on Customer's account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied.

It is understood that there is no limit to the liability of the undersigned under this Guaranty.

The undersigned, jointly and severally, agree to pay all expenses and costs incurred by Seller to enforce the terms of this Guaranty or of the above Agreement, or any Customer invoice or statement, including reasonable attorneys' fees and court costs, whether suit be brought or not, whether incurred for consultation, litigation, post-Judgment, collection procedures (discovery, garnishment, levy, contempt proceedings, insolvency, or bankruptcy proceedings and Proceedings Supplementary) and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. **THESE TERMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE LITIGATED EXCLUSIVELY IN THE CIRCUIT COURT OF DUVAL COUNTY, FLORIDA, OR AT SELER'S DISCRETION IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION. CUSTOMER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY SELLER IN SUCH COURT. CUSTOMER WAIVES ANY CLAIM THAT DUVAL COUNTY, FLORIDA, OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION, IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM BROUGHT IN CONNECTION WITH THIS GUARANTY.** In the event of default in payment the undersigned agrees that an 18% per annum rate of interest shall apply to any Judgment obtained against the undersigned.

The undersigned agree that that their liability hereunder is joint and several, with each other and with the Customer, and further acknowledge that any individual guarantor had the option of applying for individual credit by submitting an individual financial statement for evaluation. The undersigned have waived the right to apply for individual credit, have opted to supply multiple guarantors and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. This Guaranty shall inure to the benefit of Seller, and their respective successors and assigns. Any use of a corporate title is only to identify the undersigned's position with Customer and does not negate the execution of this guaranty in the undersigned's individual capacity.

IN WITNESS WHEREOF, I/we have executed this Guaranty as of the date set forth below and execution by electronic signature or delivery of this Guaranty to Seller by fax or email shall not impair the legal validity of the signatures below or the enforceability of this Guaranty.

Witness: _____ By: _____ Date: _____
Print Witness Name: _____ Print: _____

Individually As Guarantor

Witness: _____ By: _____ Date: _____
Print Witness Name: _____ Print: _____

Individually as Guarantor

The undersigned personal guarantor(s), recognizing that his, her or their individual credit history may be a necessary factor in the evaluation of this personal guaranty and in the collection of Customer's account if it becomes delinquent, hereby consents to and authorizes the Seller to obtain and to use a consumer credit report on the undersigned and/or make inquiries to any trade creditors, vendors, financial institutions or other lenders of the undersigned as to the credit standing of the undersigned for reference purposes, and hereby authorizes any such credit reporting agency, trade creditor, vendor, financial institution or other lender to release credit information to Seller based on a photocopy hereof, at any time, including after any default in payment or during collection activity or litigation.

Signature: _____ Social Security Number _____
Print Name: _____

Signature: _____ Social Security Number _____
Print Name: _____