

APPLICATION FOR CREDIT

Administrative Office
(310) 540-1126
FAX: (310) 540-0619
P.O. Box 7000-167
Redondo Beach, CA 90277



In compliance with the Open Credit Terms Agreement, it is our desire to purchase material from **Higgins Brick Company** on open account. We would like a credit line, not to exceed \$_____.

Firm Name _____	Telephone 1 _____
Mailing Address _____	Telephone 2 _____
_____	FAX _____
Business Address _____	

Type of Business _____	Years in Business _____
If Corp., Year Inc. _____	President _____
	Vice-President _____
	Secretary/Treasurer _____
If Partnership, Partners _____	
If neither, Owners Name _____	
If Contractor, License Number _____	

FOUR TRADE REFERENCES:

1. Name _____	3. Name _____
Address _____	Address _____
_____	_____
Telephone _____ FAX _____	Telephone _____ FAX _____
2. Name _____	4. Name _____
Address _____	Address _____
_____	_____
Telephone _____ FAX _____	Telephone _____ FAX _____

BANK REFERENCE:

Bank Name _____

Address _____

Contact _____

Account # _____

Telephone _____

FAX _____

IMPORTANT: DEALERS, YOU MUST ATTACH A SIGNED RESALE CARD!

I authorize the named bank to release information regarding my account to Higgins Brick Company.

Signature _____

Date signed _____

Open Credit Terms Agreement between the undersigned, hereinafter called BUYER and HIGGINS BRICK COMPANY, wherein the BUYER desires open credit terms on purchases made from HIGGINS BRICK COMPANY and HIGGINS BRICK COMPANY agrees to provide such open credit on the following terms and conditions:

1. BUYER hereby authorizes HIGGINS BRICK COMPANY to contact bank specified by BUYER, current trade references and independent credit institutions to verify credit worthiness.
2. HIGGINS BRICK COMPANY agrees to ship merchandise to the BUYER on open credit on mutually understood and prearranged terms.
3. BUYER agrees to pay all invoices for goods received or applicable service charges by the due date of the invoice.
4. BUYER agrees to pay a finance charge of 1-1/2 percent per month on all past due accounts.
5. BUYER understands and agrees that if his account is delinquent by 60 days, his account may be closed, open account status will only be reinstated at the option of HIGGINS BRICK COMPANY.
6. BUYER agrees to pay such reasonable costs and attorney's fees as the Court may direct if HIGGINS BRICK COMPANY is required to take legal action for collection of past due accounts.

The undersigned is legally authorized to sign this Agreement on behalf of the BUYER. The undersigned, for the value received, has hereby absolutely guaranteed payment to HIGGINS BRICK COMPANY for all amount of credit extended under this agreement to BUYER.

Authorized Signature

Print Name & Title

Date

GUARANTY AGREEMENT

For valuable consideration, the undersigned (hereinafter referred to as 'Guarantor') jointly and severally unconditionally guarantee to "HIGGINS BRICK COMPANY" (hereinafter referred to as 'Seller') all the obligations of _____, It's affiliates, divisions or successors in interest (hereafter referred to as 'Buyer') and payment of any and all indebtedness of Buyer to Seller.

The word "Indebtedness" is used herein in its most comprehensive sense and includes all advance, debts, obligations and liabilities of buyer heretofore, now or hereafter incurred or created, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

The Guarantee remains in full force regardless of whether Buyer is liable individually or jointly, or whether recovery against Buyer is barred by statute of limitation or otherwise becomes unenforceable.

Seller may choose to enforce guarantee and forego any direct actions against Buyer and Guarantor waives any right to require Seller to proceed against Buyer, exhaust any security held by Buyer or pursue any other remedy whatsoever.

Guarantor waives any defense of Buyer to Indebtedness. Until entire obligation of Buyer is satisfied, Guarantor shall have no right of subrogation and waives any right to enforce any remedy against Buyer.

Guarantor waives any and all benefits otherwise available to guarantors and sureties under the following CA Civil Code section 2787 et. sec.

Seller, in addition to any other rights hereunder, shall have a lien and a right of setoff against any and all assets of Guarantor now or hereafter in its possession, whether held in a general or special account or for safekeeping. No act or conduct of seller shall be deemed a waiver of the right to lien or setoff. These rights shall remain in full force until specifically waived or released by written instrument, signed by an authorized agent of Seller.

An indebtedness of Buyer, now or hereafter held by Guarantor is hereby subordinated to any indebtedness of Buyer to Seller. Any such indebtedness collected by Guarantor from Buyer shall be held in trust for seller, but without reducing or affecting in any manner its liability as Guarantor under the provisions of this Guaranty.

Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses which may be incurred by Seller in enforcing this Guaranty.

IN WITNESS WHEREOF, the undersigned Guarantor(s) have executed this
Guaranty on _____, 20____, in _____
City State

GUARANTOR:

PRINT NAME & SIGNATURE

SOCIAL SECURITY NUMBER

ADDRESS

CITY, STATE, & ZIP CODE

WITNESS SIGNATURE