

**Credit application must be completed in full and signed by an authorized person.**

<b>Applicant Information</b>	Company Name		Tax ID/FEIN		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other <small>Please Describe</small>	
	PHONE ( ) ( )		FAX ( ) ( )			
	Physical Address		Mobile ( ) ( )			
	City	County	State	Zip		
	Mailing Address					
	City	County	State	Zip		
	Accounts Payable Contact		Phone	Email		
			Email Invoices/Statements: <input type="checkbox"/> YES <input type="checkbox"/> NO			
	Nature of Business		Date Started	Email Contact:		
	Contractor #		Type Of Material Intended To Purchase			
Contractor's Bonding Agent		Licensing Bond #	Phone ( ) ( )			
Have you or any of your partners / officers / directors ever filed or participated in a bankruptcy filing? Name petitioner filed under: If so, what year? State						
<b>Suppliers/Trade References</b>	Name		Phone ( ) ( )	Fax ( ) ( )	<input type="checkbox"/> Tax Exempt <small>Please attach certificate</small>	
	Address		City	State		Zip
	Name		Phone ( ) ( )	Fax ( ) ( )	<input type="checkbox"/> P.O. Required <small>Check if yes</small>	
	Address		City	State		Zip
	Name		Phone ( ) ( )	Fax ( ) ( )		
	Address		City	State		Zip
<b>Bank Ref</b>	Name		Account Number	Type (Checking, Savings, Loan)	Phone ( ) ( )	
	Address		City	State	Zip	Fax ( ) ( )

Select the Knife River company(s) from which credit is being requested. In the event applicant doesn't check an entity, Knife River will consider this application to apply to all companies.

Knife River Companies	County, State	Address	Terms	Phone
Knife River - South Dakota	Minnehaha, SD	1500 N. Sweetman Place, Sioux Falls, SD 57107	Net 30	605-336-5760
Rail to Road	Minnehaha, SD	1500 N. Sweetman Place, Sioux Falls, SD 57107	Net 30	605-336-5760
Ellis & Eastern	Minnehaha, SD	1500 N. Sweetman Place, Sioux Falls, SD 57107	Net 30	605-336-5760

By signing this credit application, I hereby certify that I am authorized to make application for credit for the above named corporation, partnership, proprietorship, or limited liability company, and I certify that the information set forth in this credit application is true.

I hereby authorize your company(s) and its representatives to investigate and verify the credit record of the applicant, and authorize your company(s) to furnish information concerning this account with your company(s) to credit reporting agencies or others who are entitled to receive such information.

I hereby authorize your company(s) and its representatives to use a non-business consumer credit report in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as requested by this credit application.

I hereby authorize your company(s) and its representatives to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in the 15 U.S.C @ 1681 et seq.

By signing this credit application, we are requesting your company(s) to provide credit to the applicant. In return, when not otherwise governed by the terms of a specific contract, the applicant agrees to pay the amounts due in full within the terms approved below. The applicant understands that this is an open credit sale, and applicant agrees to pay finance charges of one and one-half (1 1/2%) percent per month on all past due balances. The applicant further agrees to pay all collection costs, including the reasonable attorneys' fees, incurred in the collection of any unpaid amount. The applicant agrees that this document and the sales and transactions between the parties shall be governed by the laws of the state of the Knife River entity providing the related goods or services. The applicant further agrees that (where allowed by state law) any litigation relative to amounts due by applicant shall be venued in the county of the Knife River entity providing the related goods or services. Returned check charge is \$30.

**APPLICANT SIGNATURE**

Signature	Typed (or Printed) Name	Title (If Corporation or LLC)	Date

I agree to indemnify, hold harmless and defend Knife River, its successors, or assigns from any and all causes of action of any kind arising out of the actions or omissions of applicant – including the acts and omissions of applicant’s employees, officers, directors, subsidiaries, affiliates, partners, owners, subcontractors, successors, assigns, and agents. The applicant further agrees that Knife River is not obligated and will not be obligated to indemnify the applicant company – including applicant company’s employees, officers, directors, subsidiaries, affiliates, partners, owners, subcontractors, successors, assigns, and agents – for any action or omission of applicant or otherwise.

No cancellations will be accepted after materials have been loaded in carrier’s truck at our plant. In the event of delivery beyond curb line, this company will not assume liability for damage to sidewalk, driveway or other property.

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**PERSONAL GUARANTEE**

The undersigned individuals hereby personally guarantee to the Knife River entities listed on this credit application, its successors, assigns, and heirs, the full and prompt payment of all indebtedness incurred under this credit application. This applies to any previous unpaid balances and all future purchases. (Signatures must be as individuals - not as company or corporate officials)

It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity to the Knife River entities listed on the attached credit application. I do hereby waive notice of default, nonpayment and notice thereof and agree to pay all costs, including attorney’s fees, which may be incurred in the collection of any unpaid amount. This guarantee is a material consideration in Knife River extending credit.

**PERSONAL GUARANTEE SIGNATURE**

Signature	Typed (or Printed) Name	Title (If Corporation or LLC)	Date