

**Instructions for use:**

- The potential Customer must complete the credit application in its entirety and return to the appropriate State's Credit and Collection department.
  - Company Name
  - Street Address
  - City, State , Zip
  - Phone/Fax
  - Federal Identification Number or Social Security Number
  - Email Address
  - Billing Address
  - Name and Address of Parent Company
  - Business Entity
  - Contractor License Number
  - Corporate Officers/Partners/Owners
  - Years in Business
  - Years at present location
  - Average Monthly Sales
  - Average Number of Employees
  - Product or Service Description
  - Monthly purchases
  - Credit Limit Request
  - Bank References
  - Present or Previous Material Suppliers
  - Purchase Order validation
  - Sales Tax Status
  - How Timely do you pay your bills
  - Who is responsible for paying your bills
  - Bankruptcy/Chapter
  - Other Court Ordered Trustee
  - Financial Information
  - Validation of Account Agreement with Terms of Sale – must be initialed
  - Company Name/Date
  - Officer Signature/Print name
  
- **Submit to Granite Construction Company or, if applicable, its affiliated entity region representative who provided you with the Credit and Account Agreement.**
  
- **If you've obtained the Credit and Account Agreement directly from our website, please email the completed Application to [AddressBook@gcinc.com](mailto:AddressBook@gcinc.com).**

**California Consumer Privacy Act Notice:**

This notice describes the categories of personal information (“PI”) collected by Granite Construction Incorporated, its subsidiaries, successors, and affiliated companies over which it has operating control (“Company”) and the purposes for which Consumer PI may be used. We are providing this notice to you in accordance with California Civil Code Sec. 1978.100(b).

Categories of Personal Information Collected	Purposes Personal Information is Used
Identifiers. Examples include real name, alias, postal address, unique personal identifier, email address, account name, social security number, driver’s license number, state identification card number or other similar identifiers.	<ul style="list-style-type: none"> <li>• Responding to Consumer inquiries</li> <li>• Providing services or goods requested</li> <li>• Informing Consumers about Company products and services</li> <li>• Ensuring security of transactions</li> <li>• Performing audits</li> <li>• Completing Government reporting requirements</li> <li>• Sending Consumers marketing communications</li> <li>• Communicating with Consumer</li> <li>• Responding to law enforcement requests or as required by applicable law</li> </ul>
Other elements. Examples include name, signature, telephone number, employment, bank account number, credit card number, debit card number, or any other financial information.	<ul style="list-style-type: none"> <li>• Processing transactions</li> <li>• Shipping merchandise to Consumers</li> <li>• Ensuring security of transactions</li> </ul>

The Company may add to the categories of PI it collects and the purposes it uses PI. In that case, the Company will inform you.

In accordance with California Civil Code Sec. 1978.125, the Company will not discriminate against a Consumer because the Consumer exercised its Consumer rights under the CCPA. If you have questions about the Company’s privacy policies and procedures, rights you may have concerning your personal information, you may contact us, toll-free, at (844) 353-4998 or [CCPA@gcinc.com](mailto:CCPA@gcinc.com).

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ FEDERAL ID No OR SOCIAL SECURITY No. \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_ BILLING EMAIL ADDRESS : \_\_\_\_\_

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

THIS LOCATION IS OUR:  MAIN OFFICE  BRANCH OFFICE

NAME AND ADDRESS OF PARENT COMPANY (IF APPLICABLE): \_\_\_\_\_

BUSINESS ENTITY IS A:  CORPORATION  PARTNERSHIP  SOLE PROPRIETORSHIP  LLC

CONTRACTOR LICENSE No: \_\_\_\_\_ YEAR ISSUED: \_\_\_\_\_

LIST NAME(S) OF CORPORATE OFFICER(S), PARTNER(S) OR OWNER(S) –  
We MUST HAVE SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE FOR IDENTITY AND SECURITY PURPOSES.

POSITION	NAME	HOME ADDRESS CITY/STATE/ZIP	DRIVER'S LICENSE #	SOCIAL SECURITY #

YEARS IN BUSINESS: \_\_\_\_\_ YEARS AT PRESENT LOCATION: \_\_\_\_\_

AVERAGE MONTHLY SALES: \_\_\_\_\_ AVERAGE NUMBER OF EMPLOYEES: \_\_\_\_\_

DESCRIBE YOUR PRODUCT OR SERVICE:  
\_\_\_\_\_

ANTICIPATED MONTHLY PURCHASES: \$ \_\_\_\_\_ CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_

**BANK REFERENCES**

BANK NAME	BRANCH	CITY	PHONE	ACCOUNT #

**PRESENT OR PREVIOUS MATERIAL AND/OR EQUIPMENT SUPPLIERS**

NAME	ADDRESS/CITY/STATE/ZIP	PHONE	FAX

MUST YOUR PURCHASE ORDER NUMBER BE REFERENCED ON TICKETS/INVOICES:  YES  NO

SALES TAX STATUS:  TAXABLE  TAX EXEMPT

*IN ORDER FOR US TO SELL YOU ANY MERCHANDISE ON A TAX EXEMPT BASIS, WE MUST HAVE A FULLY EXECUTED RESALE CARD ON FILE.*

HOW TIMELY DO YOU PAY YOUR BILLS:  PER TERMS  30 DAYS SLOW  OTHER

WHO IS RESPONSIBLE FOR PAYING YOUR BILLS? NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

HAS THE COMPANY EVER FILED FOR BANKRUPTCY?  YES  NO IF YES, WHEN AND IN WHAT JURISDICTION AND UNDER WHAT CHAPTER:

IS THERE A RECEIVER OR OTHER COURT ORDERED TRUSTEE CURRENTLY ACTIVE? \_\_\_\_\_

*TO ASSIST GRANITE CONSTRUCTION COMPANY OR, IF APPLICABLE, ITS AFFILIATED ENTITY IN GRANTING YOU CREDIT, PLEASE ATTACH A RECENT FINANCIAL STATEMENT. FOR A CREDIT LIMIT OF \$10,000 OR MORE, WE MUST INSIST ON A FINANCIAL STATEMENT.*

<b>EQUIPMENT OWNED</b>	DESCRIPTION: VALUE: \$ FINANCED BY:	LOAN BALANCE: \$ MO. PAYMENT: \$
<b>BUSINESS PROPERTY</b>	DESCRIPTION: VALUE: FIRST TRUST DEED (MORTGAGE) HOLDER:  IS THERE A SECOND TRUST DEED? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES) LOAN BALANCE: \$	ADDRESS:  LOAN BALANCE: \$ MO. PAYMENT \$
<b>HOME</b>	<input type="checkbox"/> LEASE/RENT <input type="checkbox"/> OWNED (IF OWNED, PLEASE CONTINUE) ADDRESS:	VALUE: FIRST TRUST DEED: \$ MO. PAYMENT: \$ SECOND TRUST DEED LOAN BALANCE: \$
<b>FINANCIAL INFORMATION</b>	CURRENT ASSETS  TOTAL ASSETS	CURRENT LIABILITIES:  TOTAL LIABILITIES:  NET WORTH:

**ACCOUNT AGREEMENT WITH TERMS OF SALE**

IN CONSIDERATION OF THE PROCESSING BY GRANITE CONSTRUCTION COMPANY OR, IF APPLICABLE, ITS AFFILIATED ENTITY (HEREAFTER "Seller") OF THIS APPLICATION, AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (HEREAFTER "Buyer") AGREES AS FOLLOWS:

1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller varying such terms, payment shall be net 30 days. Payment shall be due within thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Buyer. Past due accounts may, within Seller's sole discretion, be placed on cash on delivery ("C.O.D.") status by Seller without notice, thereby requiring Buyer to pay all sums due prior to Seller furnishing any goods. Past due amounts shall be subject to late charges as provided in paragraph 2 below.
2. Buyer shall pay Seller (not as a penalty, but as liquidated damages based on the impracticability of fixing or determining actual damages) a late charge on all amounts not paid when due computed at the rate of one and one half percent (1.5%) per month (which is an annual percentage rate of eighteen percent (18%)), or the maximum rate permitted by applicable law in the event such rate is lower, beginning on the thirty-first (31<sup>st</sup>) day from the date of Seller's invoice until paid in full. Payments shall be applied first to accrued late charges, then to past due amounts. Additionally, in the event that Buyer renders payment of sums due Seller with use of a credit card, a fee of two and three tenths percent (2.3%) shall be applied to each credit card payment made after the tenth (10<sup>th</sup>) business day from the date of Seller's invoice. The aforementioned credit card fee shall be in addition to, and not in lieu of, any applicable late charges. Seller reserves the right, in its sole discretion, to waive a credit card fee.
3. Buyer agrees to pay all of Seller's attorneys' fees and collection costs incurred in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
4. If Buyer sends Seller a purchase order, Buyer acknowledges that such purchase order shall not become a part of the parties' agreement concerning any resulting sales transaction. This Account Agreement, together with Material and/or Equipment Quote from Seller, any other agreements required by Seller, and future invoices from Seller, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement and Seller's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
5. In the event a check is given as payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions hereof, including paragraphs 2 and 3, shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.

\_\_\_\_\_  
Initials

6. Buyer shall fully and promptly furnish to Seller information needed or requested by Seller for preparation and service of a Preliminary Lien Notice under the Mechanic's Lien Law applicable to the state in which business is conducted. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.

8. Upon a change in principals or the type or nature of Buyer's form of legal entity, Buyer and such new principal(s)/entity will give written notice thereof within fifteen (15) days to the credit department of Seller, located at Granite Construction Company's office in Stockton, California, and Buyer's new principal(s) or legal entity shall become bound by all the terms and provisions of this Account Agreement.
9. Seller reserves the right to approve or refuse credit on an individual sale or project by project basis at Seller's sole discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice in Seller's sole discretion.
10. This Credit Application and Account Agreement is submitted, entered into, and is to be performed at Seller's place of business, from where Seller decides whether or not to extend credit to or make a sale to Buyer. This Agreement will be governed by the laws of the State where Seller's place of business is located, without regard to conflicts of laws and principles.
11. The person signing this application warrants and declares under penalty of perjury that information provided by Buyer is true and correct and that the person signing this application is authorized to do so on behalf of Buyer.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Officer or Principal only)

\_\_\_\_\_  
Type or Print Name & Title

**CONTINUING PERSONAL GUARANTY**

In consideration of Seller extending credit and making future sales to Applicant/Buyer, the undersigned personally guarantees Applicant's/Buyer's performance of all its obligations under the above Account Agreement, including but not limited to, payment of any and all charges and/or money due Seller. The undersigned waives any right to (a) notice of Applicant/Buyer's default, (b) demand/presentation and (c) require Seller to proceed first against Applicant/Buyer, proceed against or exhaust any security or pursue any other remedy. The undersigned hereby authorizes Seller without notice or demand from time to time to do any of the following: (a) renew, compromise, extend, accelerate or otherwise change the terms and amount of the obligations guaranteed, (b) take and hold security for the obligations guaranteed and exchange, enforce, waive and release any security, (c) apply security and direct the order or manner of sale of security as Seller in its sole discretion may determine, and (d) assign the Account Agreement and this Guaranty in whole or in part. In addition to the amounts guaranteed, the undersigned shall pay Seller's attorneys' fees incurred in enforcing this Guaranty. This Guaranty is submitted, entered into and is to be performed at Seller's office in Stockton, California.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Type or Print Full Name of Guarantor

**17. CUSTOMER'S INSURANCE COVERAGE.** Customer shall provide at its own expense, commercial general liability insurance including bodily injury and property damage liability coverage to insure both Customer and Granite including their agents and assigns, in the amount of at least \$1,000,000.00 combines single limit covering bodily injury/death/property damage (other than the rental rate for the Equipment) per occurrence. In addition, if the Equipment is to be used on any roadway, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverages for roadway vehicles that equals or exceeds \$1,000,000.00 combined single limit each occurrence bodily injury and property damage including owned, non-owned and hired vehicles and agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment until such time as the Equipment is returned to the Rental Location or picked up by Granite. Customer shall provide a Certificate of Insurance to Granite evidencing such insurance coverage, which shall include a non-owned vehicle endorsement, waiving any right of subrogation against Granite and shall cause Granite to be named by endorsement as an additional insured to said insurance coverage. The general liability policy shall be endorsed to stipulate that the insurance afforded the additional insured shall apply as primary and that any other insurance carried by Granite shall be in excess only and shall not be called upon to contribute with the insurance of Customer. The Certificate of Insurance shall provide for a thirty (30) day notice of cancellation of the

insurance required hereunder. **LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY GRANITE UNDER ANY CIRCUMSTANCES.** When requested, Customer shall supply to Granite proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Granite as loss payee and additional insured; such insurance and evidence thereof to be in amounts and form satisfactory to Granite. The Certificate of Insurance and policy shall provide that Granite shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

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ATTACHMENT A.2INSURANCE LIABILITY LIMITS:

1. **Workers' Compensation & Employers' Liability**  
 Workers' Compensation Limits – Statutory as required by applicable State Law  
 Employers' Liability Limits  
  
 \$1,000,000 Each Accident  
 \$1,000,000 Disease - Policy Limit  
 \$1,000,000 Disease - Each Employee  
 If exposure exists, Consultant must show evidence of USL&H coverage and Maritime coverage with a minimum limit of \$2,000,000 for Jones Act Coverage;  
  
 The insurer shall agree to waive all rights of subrogation against Contractor, its officers and employees arising from work performed by Consultant for Contractor.
2. **Commercial General Liability (Occurrence Form Only) Limits**  
  
 \$1,000,000 Each Occurrence /\$2,000,000 Aggregate  
 \$1,000,000 Personal Injury Liability  
 \$1,000,000 Aggregate for Products-Completed Operations  
 Including products, completed operations, broad form property damage, and coverage for explosion, collapse, and underground damages.
3. **Automobile Liability Limits**  
  
 \$1,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage Including Owned, Non-owned, and Hired Vehicles.
4. **Professional Liability Limits - APPLICABLE TO ALL CONSULTANTS OF ANY TIER PERFORMING ANY PROFESSIONAL SERVICES INCLUDING ENGINEERS, SURVEYORS, OR CONSULTANTS.**  
  
 Professional Liability Limits – non-critical including access platforms, haul roads, mix-designs, surveyors, water and air systems, etc.  
  
 Limits for Professional Services of a non-critical nature (including mix-designs, haul roads, surveyors, water and air systems, etc.):  
  
 \$1,000,000 Each Claim  
 \$1,000,000 Aggregate  
  
 Limits for Professional Services of a critical nature (including design or engineering of permanent structures or temporary structures used in support of construction (including excavation) such as falsework or shoring and crane lifting):  
  
 \$5,000,000 Each Claim  
 \$5,000,000 Aggregate
5. **Contractor's Protective Liability Insurance (If Applicable)**  
 \$1,000,000 Each Occurrence  
 \$2,000,000 Aggregate

The additional insured endorsement required under Article 10.0 shall be written on standard ISO form CG 20 10 11 85 (Form B) or ISO form CG 20 10 10 01 in combination with ISO form CG 20 37 10 01 or the equivalent without modification or change from the standard ISO form language and including that this insurance shall serve as primary without qualification.

For Granite Use Only  
Initial

PSMA Rev 10/07

POLICY NUMBER:  
EXPIRATION DATE:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

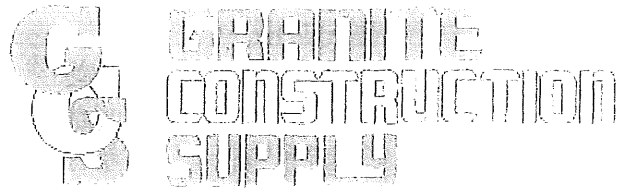
**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The insurance afforded by the policy for the benefit of the additional insured(s) shown above shall be Primary, but only with respect to any claims, loss or liability arising out of the operations of the named insured and any insurance maintained by the additional insured(s) shall be noncontributory.



Granite Construction Company - Credit Card Authorization

This Credit Card Authorization (this "Authorization") is attached to and made a part of the Application for Credit and Account Agreement (the "Application") between Granite Construction Company ("Granite") and the undersigned (the "Buyer"). For and in consideration of Granite agreeing to enter into the Application with Buyer, Buyer agrees to the following:

\_\_\_\_\_ (initial) **(PAYING BY CREDIT CARD)** Buyer submits the following credit card information and hereby authorizes Granite to use such information to charge any amounts owed to Granite or other charges due and owing by Buyer to the identified credit card below, pursuant to the terms of the Application and this Authorization. Granite will charge the identified card on the 30<sup>th</sup> day from the date of purchase, or within a reasonable time thereafter, for materials purchased or other charges.

\_\_\_\_\_ (initial) **(GUARANTEE ONLY)** Buyer hereby authorizes Granite to charge any monies owed for the purchase of materials or other charges due by Buyer pursuant to the terms of the Application and this Authorization to Buyer's credit card identified below in the event that Buyer fails to pay its outstanding balance or other charges on or before the 45<sup>th</sup> day from the date of purchase of the materials. In the event that Buyer fails to pay its outstanding balance on or before the 45<sup>th</sup> day from the date of purchase, Granite may charge the identified credit card for the outstanding amount owed without notice to the Buyer.

In addition, Buyer acknowledges that Granite may pursue any and all of its rights and remedies pursuant to applicable state law in the event that Buyer fails to pay for its purchase of materials or other charges in a timely fashion pursuant to the terms of the Application and Authorization. Buyer also acknowledges that Granite will verify available funds equal to the outstanding amount owed by Buyer. In the event that Buyer's authorized credit card fails to have available funds to pay for outstanding materials purchases or other charges, Granite may place Buyer on "COD" or "No Sale" without notice and until such time as the Buyer's outstanding balance is paid in full. Granite reserves the right to continuously check to verify available funds on Buyer's credit card until such time as the outstanding balance is paid in full.

( ) MasterCard    ( ) Visa    ( ) American Express

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Card ID#: \_\_\_\_\_

Print Name as it appears on card: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Name Printed: \_\_\_\_\_

Signature of Buyer and holder of the credit card identified above:

