



Materials Account

Landfill Account (Phoenix)

To: Fax and E-mail recipients

Thank you for your recent request for credit with the Vulcan Materials Company, Western Division. Attached you will find the Application for Credit and an Arizona Transaction Privilege Tax Exemption Form. Please complete all areas on both sides of the attached Application for Credit and Agreement. It is important that you fill the form out completely. Please provide names, addresses, titles, and date of birth and social security numbers of owner (s), partners or corporate officers. Please be sure an owner or corporate office signs The Agreement. We request at least one owner and their spouse (if applicable) to sign and date the personal guarantee. **The personal guarantee must be notarized or your application will not be processed.** (You may attach a separate form provided by the notary to the application). Please fill out and sign the enclosed tax exemption form. If you pay tax, send form back with NOT TAX EXEMPT stated on the front.

WE WILL START THE PROCESSING OF YOUR APPLICATION WITH THE FAXED COPY. HOWEVER, WE WILL NEED TO HAVE THE ORIGINALS ON FILE BEFORE AN ACCOUNT CAN BE OFFICIALLY OPENED. Your help in filling the application out completely including trade references and telephone numbers will speed up the processing of your application.

PLEASE CIRCLE WHICH TYPE OF MATERIALS YOU WILL BE PURCHASING:

AGGREGATES REDIMIX CONCRETE ASPHALT LANDFILL

DOLLAR AMOUNT OF CREDIT LIMIT YOU ARE REQUESTING:\$_____

ESTIMATED MONTHLY PURCHASES:\$_____

Thank you again, and we look forward to a long and mutually profitable relationship.

Very truly yours,

Jeri G. Joachim
Credit Manager AZ/NM

Fax Back # 602-258-8948

Mail original to: 2526 E. University Drive, Phoenix, AZ 85034



Application for Credit and Agreement
 2526 E. University, Phoenix, AZ 85034
 (602) 254-8465 • Fax (602) 258-8948

Date: _____

Legal Business Name: _____ Year Established: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____ Nature of Business: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Billing Instructions: _____ Fed ID #: 86- _____ State Contractor Lic. #: _____
Contact Person, P.O. #'s, Job #, Etc.

Type of Business: Corporation Partnership L.L.C. Sole Proprietorship

Bank (Name and Branch): _____ Phone#: _____ Account #: _____

OWNERS, PARTNERS OR CORPORATE OFFICERS

| Name & Home Address | Title | Ownership Interest (Y/N) | Date of Birth | Soc. Sec. # |
|---------------------|-------|--------------------------|---------------|-------------|
| | | | | |
| | | | | |
| | | | | |
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For closely held corporations, Partnerships, L.L.Cs and Sole Proprietorships, the following must be signed to process the application.
 The undersigned hereby consent(s) to Vulcan's use of a non-business consumer credit report on the undersigned 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 contemplated by this credit application. The undersigned hereby authorize(s) Vulcan 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 to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.D.§1681 et seq.

X _____ Date _____ X _____ Date _____

X _____ Date _____ X _____ Date _____

TRADE REFERENCES

| Name | Address | Phone | FAX | Balance |
|----------|---------|-------|-------|---------|
| 1. _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ |

Contractor's License Bond Company: _____ Bond #: _____

Agent's Name: _____ Phone #: _____

AGREEMENT

The Applicant, through the undersigned, hereby makes application to CalMat Co., d.b.a. Vulcan Materials Company, Western Division ("Vulcan") for credit and/or to update and reconfirm its existing accounts and balances with Vulcan. If credit is granted, Applicant agrees to pay all bills when rendered. Applicant agrees to pay on demand to Vulcan any and all costs and expenses incurred by Vulcan in collecting any sum due from Applicant, including, but not limited to, court costs, attorney's fees, recording fees, title reports, costs incurred in enforcing, defending or prosecuting any claim by or against a bonding company, and costs incurred in the filing or enforcement of materialman's liens. Applicant agrees that the venue for any lawsuits filed by Vulcan shall be Maricopa County, Arizona, at Vulcan's option. If Vulcan exercises its option, Applicant understands that it is waiving its right to litigate outside of Maricopa, County. Applicant agrees that Vulcan may charge interest on any balance remaining unpaid after the due date at the rate of one and one-half percent (1.5%) per month. Applicant authorizes Vulcan to obtain any and all information it deems necessary to verify and/or supplement the information provided by Applicant herein. Applicant certifies that the information stated in this application is correct as of this date and that, in the event of any changes in the information stated herein, Applicant shall immediately give notice of such change or changes by written notice to Vulcan. Applicant agrees that all claims regarding non-specification or otherwise defective material shall be made to Vulcan within thirty (30) days after receipt of the allegedly defective material by Applicant, and that all claims not made to Vulcan within such thirty-day period shall be deemed waived. All claims, notices or other communications by Applicant to Vulcan shall be made by United States certified mail, return receipt requested, postage prepaid and addressed to Vulcan at the Vulcan address set forth above. Applicant hereby authorizes Vulcan to apply all payments and credits as follows: first to the costs of collection if any; next to interest; and finally to such unpaid invoice amounts as Vulcan shall determine.

By: **X** _____
Owner/Corporation Officer/Partner Date

CONTINUING GUARANTY

In consideration of advances, sales, and/or extensions of credit for merchandise sold and delivered to the Applicant above-named by CalMat Co., d.b.a. Vulcan Materials Company, Western Division ("Vulcan"), and as inducement to make such advances and/or sales and deliveries, the undersigned, jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereafter may be, owing to Vulcan by said Applicant, on account of such advances and/or sales and deliveries, in accordance with Vulcan's terms and conditions of sales, together with such costs and expenses, including reasonable attorney's fees, as may be incurred by Vulcan in the enforcement of this Guaranty, whether or not suit is commenced. The undersigned hereby waive notice of acceptance hereof, amount of advances and/or sales and deliveries, terms of credit, date of shipment or delivery, extensions of time of payment and/or default in payment, and further waive legal proceeding by Vulcan against said Applicant.

This is intended to be and is a continuing guaranty and may not be revoked except by written notice to Vulcan not to make any further advances and/or sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice is received by Vulcan by certified mail, return receipt requested. Any such revocation shall be effective only with respect to advances made and/or merchandise shipped or delivered after the expiration of said five-day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

| | | | |
|---|------------|---|------------|
| X _____ (Sign and Print Name) | Date _____ | X (Spouse) _____ *(Do Not Leave Blank – See Below.) | Date _____ |
| X _____ (Sign and Print Name) | Date _____ | X (Spouse) _____ *(Do Not Leave Blank – See Below.) | Date _____ |
| X _____ (Sign and Print Name) | Date _____ | X (Spouse) _____ *(Do Not Leave Blank – See Below.) | Date _____ |
| X _____ (Sign and Print Name) | Date _____ | X (Spouse) _____ *(Do Not Leave Blank – See Below.) | Date _____ |

***Arizona law requires Spousal signature on Continuing Guaranty, if unmarried please indicate in Spouse space provided.**



Arizona Department of Revenue Transaction Privilege Tax Exemption Certificate

**ARIZONA FORM
5000**

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt sales to qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single purchases or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

| | |
|---|--|
| Purchaser's Name and Address _____ _____ _____ Seller's Name _____ | Check Applicable Box: <input type="checkbox"/> Single Purchase Certificate <input type="checkbox"/> Period From: _____ Through: _____ |
|---|--|

Choose one transaction type per Certificate

| | | |
|---|--|---|
| <input type="checkbox"/> Sales to a Business (Please check appropriate item from numbers 1 - 19) Arizona Transaction Privilege Tax License Number _____ TIN _____ Other Tax License Number _____ Other State/Country _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business _____ | <input type="checkbox"/> Sales to Native Americans (Please check item number 23) Tribal Members _____ Tribal ID# _____ Name of Tribe _____ <input type="checkbox"/> Sales to a Government entity (Please check appropriate item from numbers 1-22) | <input type="checkbox"/> Sales to nonresidents (Please check appropriate item from numbers 24 - 26) State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID# _____ 30 day Drive out # _____ |
|---|--|---|

General Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, ratites, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.

(OVER)

- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.
- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity or a public school.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.

Sales to Native Americans

- 23. Sales of Motor Vehicles to an enrolled member of a tribe off the reservation or other items on the reservation.

Sales to nonresidents

- 24. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 25. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle.
- 26. Sale of airplanes, navigational and communication instruments, and other accessories and related equipment to a nonresident who will not use such property in Arizona other than in removing such property from Arizona.

Describe the tangible personal property or service purchased and its use below. (Use additional pages if needed)

Certification

A seller that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A seller that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the seller would have been required to pay if the seller had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) _____, hereby certify that these purchases are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____ **Date** _____

Title _____

Exact reproductions and photocopies of this Certificate are acceptable for use.