



## Credit Application (attach additional pages if necessary)

Supplier: Storm Water Supply, LLC.		Supplier Phone Number: (563) 340-4277		Supplier Contact: (Circle one) Easton Armstrong / Jack Armstrong	
Address: 12100 210 <sup>th</sup> Street Davenport, Iowa 52806		Supplier Fax Number: (563) 265-8296		Website: <a href="http://stormwatersupply.net/">http://stormwatersupply.net/</a>	
Advance Payment (If any) : \$		Security Deposit (If any) : \$		Cash Price: \$	
<b>Applicant:</b>					
Applicant's exact full legal business name:			Phone Number: ( ) -		Fax Number: ( ) -
Applicant's chief executive (main business) office address:			Contact Person's Cell Number:		Contact's Email Address:
Proposed location/address of Product/Property:			County:		In Business Since: /
Corporation: <input type="checkbox"/> Limited Liability Co: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Sole Proprietorship: <input type="checkbox"/> State, County, Local Gov't: <input type="checkbox"/> Other: <input type="checkbox"/>					
State of Organization/Registration: <input type="checkbox"/>		State Organization ID #: <input type="checkbox"/>		Federal Tax ID #: <input type="checkbox"/>	
Dunn & Bradstreet #: <input type="checkbox"/>					
<b>Bank References:</b>					
1. Bank Name (two year history):			2. Bank name (two year history):		
Account Number(s):			Account Number(s):		
Bank Officer to Contact:		Phone Number:	Bank Officer to Contact:		Phone Number:
<b>Trade References:</b>					
1. Company Name:			2. Company Name:		
Contact Name:		Contact Number:	Contact Name:		Contact Number:
Account Opened:	Credit Limit:	Current Balance:	Account Opened:	Credit Limit:	Current Balance:
<b>Certification and Authorization of Individual(s) to Release Information:</b>					
Each of the undersigned person(s), individually and on behalf of the above Applicant, hereby represent to Storm Water Supply, LLC. and it's affiliates that (A) all information Provided to Storm Water Supply in connection with this credit application and the information set forth, is true and correct and (B) this credit application is made solely in connection with commercial/personal transaction. Signer hereby authorizes Storm Water Supply, LLC and any of it's affiliates to obtain any business and/or personal financial information from time to time, including, without limitation information from any reporting agency, for purposes of (i) evaluating this application (ii) monitoring this transaction, (iii) extending/determining the amount and conditions that can be extended. By signing below, you hereby authorize all financial institutions to release any financial information to Storm Water Supply, LLC.					
Signature: <b>X</b>			Date: <b>X</b>		



## Standard Terms and Conditions

Upon approval of credit, the following terms shall govern all transactions between the Debtor and the Creditor "Storm Water Supply, LLC":

**Standard Terms:** NET 30 Days from invoice date

**Finance Charge:** 21% APR may be charged starting 15 days past the due date of the invoice

**Credit Limit (without signed Personal Guaranty or Irrevocable Letter of Credit):** \$5,000.00

**Restocking Fee:** 15% on all returned merchandise

\*If the "Debtor" is requesting a credit limit above \$5,000.00, then the "Debtor" shall do one of the following: 1) Sign and return the attached "Personal Guaranty", or 2) Provide the Creditor "Storm Water Supply, LLC" with an "Irrevocable Letter of Credit" from the "Debtor's" financial institution before a credit limit above \$5,000.00 will be approved.

The undersigned has fully read and accepts the above Standard Terms & Conditions:

<b>Debtor:</b> _____
<b>By: X</b> _____ (Approved Company Official)
<b>Print Name:</b> _____
<b>Date:</b> _____



## Personal Guaranty

Title of underlying agreement: Credit Agreement Between \_\_\_\_\_ and Storm Water Supply, LLC

Name of underlying borrower:

**Now, Therefore,** in order to induce Creditor to enter into the Underlying Agreement and perform hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Guarantor does hereby covenant and agree with the Creditor as follows:

- As used in this Guaranty, the term "Underlying Agreement" shall include any and all other documents and agreements entered into pursuant to, or in connection with the Underlying Agreement, and any all future amendments, modifications and/or extensions thereof. The "Underlying Agreement" refers to the credit application and the terms listed herein the Guaranty form. Guarantor has represented to Creditor that is in the direct interest and to the direct economic benefit of Guarantor that Creditor enter into and perform pursuant to the Agreement, and therefore Guarantor has agreed to unconditionally and absolutely guaranty Debtor's complete and timely performance of all Debtor's obligations set forth in the Underlying Agreement, as more particularly set forth below.
- Guarantor hereby unconditionally, irrevocably and absolutely guarantees to Creditor "Storm Water Supply, LLC", it's successors and assigns: (A) that all sums now or hereafter due Creditor from Debtor under the Underlying Agreement (including without limitation, interest, damages, costs, expenses, attorneys' fees and penalties) will be fully paid when and as due, whether by acceleration or otherwise without delinquency or default; and (B) the complete and timely performance by Debtor of all the terms, promises, conditions and covenants of the Underlying Agreement.
- In the event of any default by Debtor in the payment of any amount due and/or the performance of any of its other obligations, at any time and from time-to-time, under the Underlying Agreement, Guarantor shall fully pay, perform and discharge the same. Guarantor is considered in default in all of the following, but not limited to (i) the term of Net 30 with a 15 day Grace Period has been exceeded, (ii) is at the sole discretion of Storm Water Supply, LLC and can default anyone whom it deems necessary. Guarantor shall pay, perform and discharge all obligations hereunder upon demand by Creditor, and covenants and agrees that Creditor may proceed directly against Guarantor without first proceeding or making claim or exhausting any remedy against Debtor, any other third party, any other guarantor, or any property, or pursuing any particular remedy or remedies available to Creditor. Guarantor agrees to pay to Creditor all of Creditor's costs, expenses and reasonable attorneys' fees incurred in enforcing the terms of the Underlying Agreement and/or this Guaranty. Guarantor shall be and remain liable for any deficiency following the foreclosure of any collateral securing the Underlying Agreement, whether or not the liability of Debtor thereunder is discharged by foreclosure.
- This Guaranty shall be deemed to have been made in Scott County, Iowa and shall be governed by and interpreted in accordance with the laws of the State of Iowa without regard to Iowa's choice of law considerations. Any and all actions or proceedings arising directly or indirectly from this Guaranty shall be litigated in courts located in Scott County, Iowa. Guarantor consents to the personal jurisdiction of any local, state or federal court located within the State of Iowa. Guarantor hereby waives its right to a trial by jury in any action arising from or otherwise associated with this Guaranty and/or the Underlying Agreement.
- Guarantor agrees that, in the event of any one or more of the following, neither Guarantor's obligation to make payments in accordance with the terms of this Guaranty, nor any remedy for the enforcement of this Guaranty, shall be impaired, modified, changed, release, or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Debtor or its estate in bankruptcy or of any remedy for the enforcement resulting from the operation of any present future provision of the federal Bankruptcy Code or from the decision of any court: (A) Debtor shall become insolvent or shall be adjudicated to a bankrupt, (B) Debtor shall file a petition for reorganization, (C) Debtor shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, (D) a receiver of all or part of Debtor's property and assets is appointed by any state or federal court, and in any such proceeding any of the Underlying Agreement shall be terminated or rejected or the obligations of Debtor thereunder shall be modified, in which case Guarantor shall immediately pay to Creditor, its successors or assigns, an amount equal to the some of (i) all amounts due or delinquent as of the date of termination, (ii) all other amounts due or to become due to Creditor under the terms of the Underlying Agreement (including without limitation, interest, damages, costs, expenses, attorney's fees and penalties), and (iii) interest on the amounts listed in (i) through (iii), above, at the rate of twenty-five percent per annum, or at the highest rate allowed by applicable law, whichever rate is lower, from the date of termination, rejection, or modification.
- If there is more than one undersigned Guarantor, each such Guarantor understand and agrees that he/she is individually, jointly and severally liable for all, and not merely a pro rata portion, of the obligations and amounts described herein. This Guaranty contains the entire agreement between Guarantor and Creditor with respect to Guarantor's guaranty of the Debtor's obligations under the Underlying Agreement. This Guaranty may be modified only in writing signed by Guarantor and an executive officer of the Creditor. Guarantor and Creditor agree that a photocopy, carbon copy, facsimile or other reproduction of this Guaranty with the Guarantor's reproduced signature thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes.

GUARANTOR 1: By: X	GUARANTOR 2: By: X
Print Name:	Print Name:
Home Address:	Home Address:
Social Security Number:	Social Security Number:
Date of Birth:	Date of Birth:



## Security Agreement

(1) Grant of Security Interest. Applicant, as security for the obligations contained herein, hereby grants to Storm Water Supply, LLC., a purchase-money security interest in the goods purchased by Applicant from Storm Water Supply, LLC., pursuant to this agreement, together with the proceeds, products, increase, issue, accessions, attachments accessories, parts, additions, repairs, replacement and substitutes of, to and for all of the foregoing. Applicant further grants to Storm Water Supply, LLC., a security interest in the personal property of the Applicant wherever located, and now owned or hereafter acquired, including, but not limited to : (1) accounts, including health care insurance receivables, (2) chattel paper (tangible and electronic), (3) inventory, (4) equipment, (5) instruments, (6) investment property, (7) documents, (8) deposit accounts, (9) letter-of-credit rights, (10) general intangibles, including payment intangibles, (11) supporting obligations, and (12) to the extent not listed above as original collateral all the proceeds, products, increase, issue, accessions, attachments accessories, parts, additions, repairs, replacements and substitutes of, to and for all of the foregoing.

All property listed above in which a security interest is granted is herein called the "Collateral".

(2) Perfection of Security Interests. Applicant authorizes Storm Water Supply, LLC., to file a financing statement describing the Collateral. Applicant agrees to execute any further documents, and to take any further actions reasonably requested by Storm Water Supply, LLC., to evidence or perfect the security interests granted herein, to maintain the priority of the security interests, or to effectuate the rights granted to Storm Water Supply, LLC., herein, including, but not limited to, obtaining control of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper; marking of tangible chattel paper; and where applicable, obtaining the acknowledgment of third parties that they hold Applicant's collateral for the benefit Storm Water Supply, LLC.

(3) Obligations. This security agreement secures the following: (1) Applicant's obligations under this credit application and this security agreement, (2) all of Applicant's other present and future obligations to Storm Water Supply, LLC., (3) the repayment of (a) any amounts Storm Water Supply, LLC., may advance or append for the maintenance or preservation of the Collateral and (b) any other expenditures that Storm Water Supply, LLC., may make under the provisions of this security agreement or for the benefit of Applicant, (4) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; (5) other amounts now or in the future owed by Applicant to Storm Water Supply, LLC.; and any of the foregoing that arises after the filing of a Petition by or against Applicant under the Bankruptcy Code § 362 or otherwise.

(4) Governing Law. This agreement and any modifications hereto shall be subject to the laws of the State of Iowa. This agreement is subject to the Uniform Commercial Code ("UCC"). Any term used in the UCC and not defined in this Security Agreement has the meaning given to the term in the UCC.

(5) Location, State of Organization and Name of Applicant. Applicant warrants that its chief executive office, state of organization and exact legal name are as set forth in the blanks above. Applicant agrees that it will not (a) merge into or consolidate with any other entity, or sell all or substantially all of its assets; (b) change the state of its organization; and (c) change its legal name without providing 30 days prior written notice to Storm Water Supply, LLC.

(6) Default. Applicant shall be in default if Applicant fails to comply with any of the provisions of this credit application and security agreement, or if any of the information provided by Applicant on this credit application and security agreement is discovered by Storm Water Supply, LLC., to be inaccurate or incorrect. Should Applicant be in default, Applicant will pay to Storm Water Supply, LLC., all costs reasonably incurred by it for the purpose of enforcing its rights hereunder, including attorney's fees.

(7) Remedies Upon Default. If Applicant is in default, Storm Water Supply, LLC., may pursue any remedy available at law or equity, including those available under the provisions of the UCC, to collect, enforce or satisfy any obligations then owing, whether by acceleration or otherwise. In addition, Storm Water Supply, LLC., shall have the right to pursue any of the following remedies separately, successively or simultaneously:



## Security Agreement

(i) File suite and obtain judgment and, in conjunction with any action, Storm Water Supply, LLC. may seek any ancillary remedies provided by law, including levy of attachment and garnishment;

(ii) Take possession of any Collateral not already in its possession without notice to Applicant and without legal process. Upon the demand of Storm Water Supply, LLC., Applicant will assemble and make the Collateral available to Storm Water Supply, LLC., as it may direct. Applicant grants to Storm Water Supply, LLC., the right for this purpose, to enter into or on any premises where Collateral may be located; and

(iii) Without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC. Unless required by the UCC or other applicable law, Storm Water Supply, LLC., is not required to provide notice, written or otherwise, to Applicant prior to the exercise any of the remedies provided for herein.

(8) Foreclosure Procedures.

a. No Waiver. No delay or omission by Storm Water Supply, LLC., to exercise any right or remedy accruing upon any default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the default, or (c) affect any subsequent default of the same or of a different nature.

b. Notices. Storm Water Supply, LLC., shall give Applicant such notice of any private or public sale as may be required by the UCC. No other notices are required.

c. Condition of Collateral. Storm Water Supply, LLC., has no obligation to clean up or otherwise prepare the Collateral for sale.

d. No Obligation to Pursue Others. Storm Water Supply, LLC., has no obligation to attempt to satisfy Applicant's obligations by collecting them from any other person liable for them and Storm Water Supply, LLC., may release, modify or waive any collateral provided by any other person to secure any of the obligations, all without affecting the rights of Storm Water Supply, LLC., against Applicant. Applicant waives any right it may have to require Storm Water Supply, LLC., to pursue any third person for any of Applicant's obligations.

e. Compliance With Other Laws. Storm Water Supply, LLC., may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

f. Warranties. Storm Water Supply, LLC., may sell the Collateral without giving any warranties as to the Collateral. Storm Water Supply, LLC., may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

g. Sale on Credit. If Storm Water Supply, LLC., sells any of the Collateral upon credit, Applicant will be credit only with payments actually made by the purchaser, received by Storm Water Supply, LLC., and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Storm Water Supply, LLC., may resell the Collateral and Applicant shall be credited with the proceeds of the sale.

h. Purchases by Secured Party. In the event Storm Water Supply, LLC., purchases any of the Collateral being sold, Storm Water Supply, LLC., may pay for the Collateral by crediting some or all of the obligations of the Applicant.

i. No Marshaling. Storm Water Supply, LLC., has no obligation to marshal any assets in favor of Applicant, or against or in payment of any other obligation owed to Storm Water Supply, LLC., by Applicant or any other person.

**Miscellaneous.** Storm Water Supply, LLC., may assign its rights and interests under this agreement. Applicant waives and will not assert against Storm Water Supply, LLC., except defenses which cannot be waived. Applicant may not assign its rights under this agreement.



## Security Agreement

**Severability.** Should any provision of this agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this agreement.

**Notices.** Any notices required by this agreement shall be deemed to be delivered when a record has been (1) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (2) received by telecopy, (3) received through the Internet or (4) when personally delivered.

**Headings.** Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

**Rules of Construction, Integration and Modifications.**

- a. No reference to "proceeds" in the security agreement authorizes any sale, transfer or other disposition of the Collateral by the Applicant.
- b. "Includes" and "Including" are not limiting.
- c. "Or" is not exclusive.
- d. "All" includes "any" and "any" includes "all".
- e. This agreement is the entire agreement of the Application and Storm Water Supply, LLC concerning its subject matter.
- f. Any modification to this agreement must be made in writing and signed by the party adversely affected.

\_\_\_\_\_  
Full exact legal name of business

\_\_\_\_\_  
Applicants Signature or authorized office

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Help Us Go Green!

In an effort to "Go Green", we are asking all customers to please provide us with a valid email address where all invoices, statements, and credits may be sent to.

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Thank You!

*Easton Armstrong*

Member

Storm Water Supply, LLC





This document is to be completed by a purchaser whenever claiming exemption from sales/use tax. Certificates are valid for up to three years. Seller: Keep this certificate in your files. Purchaser: Keep a copy of this certificate for your records. Do not send to Department of Revenue.

Purchaser Name, Address, City, State, ZIP, General Nature of Business, Telephone Number

Seller Name, Address, City, State, ZIP

Purchaser is claiming exemption for the following reason:

- Purchaser is doing business as a:
Retailer
Retailer Car Dealer
Wholesaler
Manufacturer
Private Nonprofit Educational Institution
Governmental Agency including public schools
Qualifying Residential Care Facility
Non-Profit Museum
Other

- Resale
Leasing
Processing
Qualifying Farm Machinery/Equipment
Qualifying Industrial Machinery/Equipment
Qualifying Replacement Parts
Pollution Control Equipment
Research and Development Equipment
Direct Pay (permit no. required)
Other

Description of Purchase: Attach additional information if necessary. Under penalty of perjury, I swear or affirm that the information on this form is true and correct.

Signature of Purchaser: Title: Date: 31-014a (08/16/11)

Exemption Certificate Instructions

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed.

Exemptions:

Resale: Any person in the business of selling who is purchasing items to resell may claim this exemption. The purchaser can be acting as either a retailer or wholesaler and may not be required to have a sales tax permit.

Processing: Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing, or germination becomes an integral part of other tangible personal property ultimately sold at retail.

Qualifying Farm Machinery/Equipment: The farm machinery or equipment must be directly and primarily used in agricultural production; and must be:

- 1. a self-propelled implement such as a tractor
2. a grain dryer (heater and blower only)
3. an implement customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow
4. auxiliary equipment improving safety, performance, operation, or efficiency of items 1, 2, 3
5. tangible personal property that does not become a part of real property used directly and primarily in dairy and livestock operations
6. a replacement part for 1, 2, 3, 4, 5
7. bailing wire, twine, wrapping, and other similar items used in agricultural, livestock, or dairy production
8. auger systems, curtains, curtain systems, drip systems, fans, and fan systems, shutters, inlets, shutter or inlet systems, and refrigerators used in livestock or dairy production, aquaculture production, or the production of flowering, ornamental, or vegetable plants.

Qualifying Industrial Machinery/Equipment: This machinery or equipment must be:

- used by a manufacturer
directly and primarily used in processing tangible personal property or certain other research activities
certain replacement parts for the above; this does not include supplies

Qualifying Computers:

- sold to commercial enterprise, insurance company, or financial institution
certain replacement parts; this does not include supplies

Direct Pay: Businesses and individuals who pay their taxes directly to the Department rather than to the seller must enter their Direct Pay permit number in the space provided.

Private Nonprofit Educational Institutions: Purchases made by Iowa private nonprofit educational institutions used for educational purposes are exempt. NOT EXEMPT from sales tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, etc., for use by those organizations.