

# WOODFEATHERS, INC.

P.O. BOX 17566  
PORTLAND, OR 97217  
PHONE (503) 289-8813 FAX (503) 289-6474



## APPLICATION FOR COMMERCIAL CREDIT

This credit application begins the process of establishing a commercial credit account with WOODFEATHERS, INC. This account will be established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree not to use this account to purchase goods and/or services for personal, family or household purposes. You understand that your agreement not to use this account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer pursuant to certain applicable federal and state laws will not apply to this account. You also understand that we will be unable to determine whether any given purchase conforms to this commercial use agreement and you agree that a breach by you of the provisions of this paragraph will not affect our right to enforce your promise to pay for the credit extended to you including related charges or to use any remedy legally available to us even if the remedy would not have been available had the account been established as a consumer credit account.

Date Credit Extended _____	C/L _____	Credit Manager _____	Acct No. _____
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Company Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address if different \_\_\_\_\_ E-mail \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_

Date current business started \_\_\_\_\_ Estimated monthly credit purchases: \$ \_\_\_\_\_

Other Names Company Has Done Business Under \_\_\_\_\_

Customer is a: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_ (State of \_\_\_\_\_)

Federal Tax I.D. \_\_\_\_\_ (required)

OR CCB License No. \_\_\_\_\_ \* Washington Contractor's License No. \_\_\_\_\_ \*

*\*A valid contractors license is required for all charge accounts\**

Are you claiming exemption from Washington State Sales Taxes? Yes \_\_\_\_\_ No \_\_\_\_\_ (Provide Current Resellers Permit.)

List names and residence addresses of all partners, officers, or owners. If necessary, please attach a separate page.

Name: \_\_\_\_\_ Position \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_ Position \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_ Position \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Residence Address: \_\_\_\_\_

**YOU MUST COMPLETE ALL PAGES  
OF THIS APPLICATION**

**AGREEMENT OF CREDIT TERMS**

1. In case of any default in relation to this agreement, Customer shall pay Woodfeathers' reasonable attorney fees, collection agency fees and collection costs, even if no action is filed. If an action is filed, Customer shall pay Woodfeathers' reasonable attorney fees and costs whether in the state or federal courts, including but not limited to any court annexed arbitration or any appeal. Customer agrees to reimburse Woodfeathers for all charges incurred by Woodfeathers in preserving or enforcing its lien rights or filing bond claims.
2. TERMS: 1% 10<sup>th</sup> Net 11<sup>th</sup> of the following month. All invoices are considered past due on the 12<sup>th</sup> of the following month. A service charge of 2% per month (24% per annum) will be added to the unpaid balance on the account. Woodfeathers will have sole discretion and complete right to apply payment received from account in any manner it deems proper. Unless otherwise specified in the remittance of payment, Woodfeathers may apply payments first to service charges, attorney fees or any other charge in any order, before applying the remainder, if any, towards account's principal account balance. Credit may be withdrawn for any account in excess of 45 days beyond terms.
3. Subject to contrary state law, jurisdiction for any action shall be the courts of the State of Oregon with venue in Multnomah County. Applicant consents to such jurisdiction and venue. This agreement shall be governed by and construed in accordance with Oregon law without resort to its principles on conflict of laws.
4. Any change in Customer's business structure shall not affect Customer's obligations under this Agreement until a new Application is accepted for the changed business structure. This Agreement may not be assigned by Customer, but may be assigned by Woodfeathers.
5. Customer agrees to provide suitable access to all points of delivery. Woodfeathers' price for the goods includes stand-by and on-site delivery time of not more than 15 minutes; Customer shall pay for time in excess thereof or re-delivery fees.
6. Miscellaneous: (a) If any term of this Agreement is invalid, it shall not invalidate the remaining language. (b) This Agreement may be executed and transmitted to Woodfeathers by facsimile and the transmitted facsimile shall be deemed an original and binding upon the Customer when accepted by Woodfeathers (c) Regardless of any prior or existing agreements, this Application contains the entire agreement between the parties. (d) Any provision of this Agreement may be modified by Woodfeathers upon 30 days prior written notice to Customer. (e) This Agreement may be terminated, in writing, at any time by either party for any reason. (f) The terms of this agreement take precedence over any terms and conditions set forth in Customer's purchase order or other similar document, whether now existing or arising at any time in the future, and to the extent of any conflict, this agreement shall control. (g) Customer agrees that the terms of any sales order issued by Woodfeathers are incorporated into this agreement and vice versa. (h) Customer assumes all responsibility for damage resulting from loading roofing on any structure, including truss or sheathing damage resulting from extra weight of materials loaded by Woodfeathers at the request of Customer. Customer also assumes all responsibility for assessing the integrity of the structure before they request Woodfeathers to load it.

**DATED** \_\_\_\_\_ **COMPANY NAME:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Title** \_\_\_\_\_  
 (Signature)

**PERSONAL GUARANTY**

We, the undersigned, in consideration of Woodfeathers' agreement to extend credit to the Customer and to make sales of services or merchandise to Customer on credit or on a continuing line of credit, do hereby jointly and severally, unconditionally personally guarantee payment to Woodfeathers of all obligations and indebtedness from Customer. This shall be a continuing guarantee and the obligations and indebtedness so guaranteed shall include all sums currently due, or such obligations or indebtedness which shall arise in the future. Further, each of the undersigned do hereby waive any notice of default by Customer and all defenses otherwise available to sureties, other than substantive defenses available to Customer. The undersigned hereby agree that any bankruptcy, receivership or other insolvency proceeding of Customer shall not affect their obligation hereunder, and that their guarantee hereunder shall continue until Woodfeathers receives written notice from any guarantor terminating this guaranty, whereupon the guaranty shall continue with respect to all sums due Woodfeathers at the time of such notice. With respect to any guarantor who has not given such written notice, this guaranty shall continue to apply to all sums due Woodfeathers from Customer. Further, the undersigned agree that Woodfeathers will not extend credit to Customer but for their execution of this guaranty. The undersigned agree that all above credit terms and conditions that appear on this application apply equally to the undersigned. By signing below, guarantor hereby authorizes Woodfeathers to obtain, at any time, any and all credit or other financial information regarding guarantor, and guarantor hereby authorizes any potential source of such information to fully disclose to Woodfeathers any such information as needed to grant or continue granting credit to the Customer including any attempt to collect on a debt owed to Woodfeathers.

<b>DATE</b>	<b>GUARANTOR</b>	<b>RESIDENCE ADDRESS</b>
_____	_____ (Signature)	_____ (Street)
		_____ (City) (State) (Zip)
		_____ (Phone)
_____	_____ (Signature)	_____ (Street)
		_____ (City) (State) (Zip)
		_____ (Phone)

**TRADE REFERENCES (Other material suppliers extending credit to customer on open credit account)**  
**\*A Minimum of TWO Trade References is Required\***

1. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

2. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

3. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

4. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

5. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

6. Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Name on Account \_\_\_\_\_

**Banking and Financial information**

**BANK** \_\_\_\_\_ **BRANCH** \_\_\_\_\_

**ACCOUNT REPRESENTATIVE** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**NAME AS SHOWN ON ACCOUNT(S)** \_\_\_\_\_

**CHECKING** \_\_\_ **SAVINGS** \_\_\_ **LOAN** \_\_\_ **(Check all that apply)**

By signing below, Customer hereby authorizes Woodfeathers to obtain, at any time, any and all credit or other financial information regarding Customer, and Customer hereby authorizes any potential source of such information to fully disclose to Woodfeathers any such information as needed to grant or continue granting credit to the Customer, including any attempt to collect on a debt owed to Woodfeathers.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_