



P. O. BOX 205
 TUALATIN, OREGON 97062-0205
 TELEPHONE (503) 692-0180
 FAX (503) 691-2323

CREDIT APPLICATION AND AGREEMENT

TERMS AND CONDITIONS:

1. Name of Applicant(s): _____ DBA: _____
 2. Telephone: _____ Fax: _____ Cell _____
 3. Street Address: _____
 4. Mailing Address (If different than street address): _____
- Applicant(s) are a: Corporation Limited Liability Company Partnership Individual
 Other. Explain: _____
- Applicant(s) contractor's license/registration no. and expiration date: _____
5. List all principals, stockholders, members, officers, partners and owners of the Applicant(s).
- | Name | Title | Social Security No. | Home Address | Telephone No. |
|----------|-------|---------------------|--------------|---------------|
| 1) _____ | | | | |
| 2) _____ | | | | |
| 3) _____ | | | | |
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6. Do the Applicant(s) or any of the principals, stockholders, members, officers, partners or owners of the Applicant(s) have any past due debts, unpaid taxes, pending lawsuits or administrative proceedings, or judgments against them or have they ever filed for Bankruptcy?
 Yes (explain on separate sheet) No
-
7. Applicant(s) banks and branches:
- | Name | Branch | Account No. | Address | Telephone No. |
|----------|--------|-------------|---------|---------------|
| 1) _____ | | | | |
| 2) _____ | | | | |
| 3) _____ | | | | |
-
8. List Trade References:
- | Name | Contact | Account No. | Address | Telephone No. |
|----------|---------|-------------|---------|---------------|
| 1) _____ | | | | |
| 2) _____ | | | | |
| 3) _____ | | | | |
| 4) _____ | | | | |
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9. **GOODS DEFINED.** As used in this Agreement, Goods shall mean all tangible, moveable personal property, including but not limited to all construction materials, sold to Applicant(s).
 10. **DISCLAIMER OF WARRANTIES.** ALL PRODUCTS AND FINISHES ARE WARRANTIED FOR ONE (1) YEAR FROM DATE OF SALE, UNLESS OTHERWISE SPECIFIED BY MANUFACTURER.
 11. **NON-CONFORMING GOODS AND LIMITATIONS ON SUBURBAN DOOR COMPANY'S LIABILITY:** NOTICE OF NON-CONFORMING GOODS SHALL BE MADE IN WRITING WITHIN 10 BUSINESS DAYS. FURTHER, APPLICANT(S) SOLE AND EXCLUSIVE REMEDY UNDER ANY CLAIM WHETHER ARISING AT LAW OR IN EQUITY IS REPLACEMENT OF THE NON-CONFORMING GOODS OR REFUND OF APPLICANT(S) PAYMENT FOR SUCH GOODS AT SUBURBAN DOOR COMPANY'S SOLE OPTION.

12. **TAXES.** The amount of any present or future sales or other taxes, assessments, registration or license fees applicable to this Agreement related to the Goods are not included in the purchase price of the Goods and shall be paid by Applicant(s) in addition to the purchase price.

13. **LAW AND ATTORNEY FEES.** In the case of any default by Applicant(s), Applicant(s) shall pay for reasonable attorney fees and costs, even if no action is filed. If an action is filed, Applicant(s) shall pay Suburban Door Company reasonable attorney fees and costs (in the state and federal courts, including but not limited to the bankruptcy court) for any arbitration or trial, and on any appeal, review or reconsideration thereof, plus reasonable attorney fees incurred after any award or judgment is entered. In addition to such other jurisdiction and venue as provided by law, Applicant consents to the jurisdiction, at Suburban Door Company's sole option, of the courts of the States of Oregon and Washington with venue in Washington County, Oregon and Clark County, Washington, respectively. This Agreement shall be governed and construed in accordance with the law of the jurisdiction in which Suburban Door selects to bring an action without reference to that jurisdiction's principles of conflicts of law. Applicant shall also pay all fees and costs Suburban Door incurs with a collection agency.

14. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, APPLICANT(S) SHALL FULLY AND FOREVER DEFEND (WITH LEGAL COUNSEL SATISFACTORY TO SUBURBAN DOOR), INDEMNIFY AND HOLD SUBURBAN DOOR AND ITS AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DAMAGES, ARISING BY REASON OF, OR RELATED TO THIS AGREEMENT OR THE POSSESSION, INSTALLATION, APPLICATION, RE-SALE, OPERATION OR USE OF THE GOODS.

15. **Miscellaneous.** (a) If any language in this Agreement is invalid, that language only shall be considered deleted from this Agreement and all other language in this Agreement shall remain valid and enforceable; (b) This Agreement may be executed and transmitted to SUBURBAN DOOR COMPANY by facsimile or electronically, which shall be deemed an original and shall be binding; (c) This Agreement amends and modifies any and all prior or contemporaneous agreements between SUBURBAN DOOR COMPANY and Applicant (s) and contains the entire agreement between the parties and cannot be changed or terminated orally; (d) The terms and conditions in any purchase order or other document generated by or on behalf of Applicant(s), now existing or created at any time in the future, shall not become a part of this Agreement or any other agreement between SUBURBAN DOOR COMPANY and Applicant(s), unless expressly and specifically so agreed to in a writing signed by SUBURBAN DOOR COMPANY'S president; and even in such event, the terms of this Agreement bind SUBURBAN DOOR COMPANY and Applicant(s) and take precedence over any terms and conditions set forth in such purchase order or other document, and to the extent of any conflict this Agreement shall control; (e) Applicant(s) agrees that one intention of this Agreement is that SUBURBAN DOOR COMPANY have no liability under any law to Applicant(s)= agents or employees; (f) SUBURBAN DOOR COMPANY reserves all lien, bond and public works rights related to the Goods, and nothing herein shall be deemed a waiver, release or discharge of such rights; (g) Applicant(s) acknowledges it is not SUBURBAN DOOR COMPANY'S agent for any purpose; (h) any change in Applicant(s)' business structure shall not affect Applicant(s)' obligations under this Agreement unless SUBURBAN DOOR COMPANY agrees otherwise in writing; and (i) With respect to any award or judgment initially entered against Applicant(s) in favor of SUBURBAN DOOR COMPANY (collectively Original Judgment), Applicant(s) waives all rights and defenses (created by statute or otherwise) it could assert in any action to enforce or collect the Original Judgment commenced by SUBURBAN DOOR COMPANY in any other state, and this waiver shall survive entry of the Original Judgment.

16. **BIDS.** Applicant agrees any SUBURBAN DOOR COMPANY bid, quote or proposal, now existing or furnished in the future (collectively Bid), is only an estimate as to price, quantity and type of materials/Goods, and SUBURBAN DOOR COMPANY is not bound in any way by or to the Bid. No Bid shall obligate SUBURBAN DOOR COMPANY to satisfy any plan, specification or other requirement or document, in whole or in part. All terms in this Agreement are incorporated into and become terms of any Bid.

17. With respect to Applicant(s) and each principal of Applicant(s), SUBURBAN DOOR COMPANY may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Applicant(s) and each principal thereof authorize the release of information to SUBURBAN DOOR COMPANY. The information in this application is complete, true and correct.

18. **NO DELIVERY DATE(S) AGREED TO:** SUBURBAN DOOR COMPANY does not agree to and is not obligated to any specific delivery date(s) or schedule for any Goods. All times for delivery which may be provided, if any, are estimates only and do not establish agreed delivery date(s).

19. **CHARGES AND SERVICE CHARGE:** Payment terms are net 10th of the month following the date of purchase. No "pay if paid" or "paid when paid" or other conditional payment clause is applicable to amounts due SUBURBAN DOOR COMPANY unless otherwise stated. A past due service charge of 18% per annum shall be assessed on all amounts not paid when due. If the maximum rate permitted by law for past due service charges is less than 18% per annum, the maximum legal rate shall be paid. If any amount owing to SUBURBAN DOOR COMPANY is not paid when due, SUBURBAN DOOR COMPANY may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past-due payments (including principal, interest and SUBURBAN DOOR COMPANY'S attorney fees) are paid in full and adequate assurance of Applicant(s)' financial ability is received.

By signing here Applicant(s) agrees to ALL THE TERMS OF THIS AGREEMENT, AND FURTHER SPECIFICALLY AGREES THAT THE TERMS IN SECTIONS 10 (DISCLAIMER OF WARRANTIES) AND 11 (NON-CONFORMING GOODS AND LIMITATION ON SUBURBAN DOOR COMPANY'S LIABILITY) AND 14 (INDEMNIFICATION) AND 16 (BIDS) ARE CONSPICUOUSLY STATED IN THE AGREEMENT AND HAVE BEEN SPECIFICALLY NEGOTIATED BY SUBURBAN DOOR COMPANY AND APPLICANT(S).

<u>Name</u>	<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____



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PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce SUBURBAN DOOR COMPANY to extend credit to the Applicant(s), named herein, and in consideration thereof, the undersigned, and if more than one, each of them, jointly and severally (hereinafter jointly and severally Guarantor(s)), unconditionally personally guarantee all obligations of Applicant(s) to SUBURBAN DOOR COMPANY including but not limited to payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future be owing by the Applicant(s), or any successor thereof, to SUBURBAN DOOR COMPANY. This is an open, unlimited and continuing guaranty ("Guaranty"). Guarantor(s) obligation under this Guaranty shall not be affected by SUBURBAN DOOR COMPANY altering in any way the terms of the above agreement with Applicant(s) ("Agreement") or this Guaranty, or releasing, adding or waiving any security for Applicant(s) obligations under the Agreement, and Guarantor(s) hereby unconditionally waive all defenses relating thereto. Guarantor(s) unconditionally waive the right, if any, to receive any notice of (a) demand to perform under this Guaranty, (b) any default under the Agreement or this Guaranty, (c) any altering in any way of the terms of the Agreement or this Guaranty with respect to any Guarantor(s), or (d) the releasing, adding or waiving of any security for Applicant(s) obligations under the Agreement. In case of any default in relation to this Guaranty, Guarantor(s) shall pay SUBURBAN DOOR COMPANY'S reasonable attorney fees and costs, even if no action is filed. If an action is filed, Guarantor(s) shall pay SUBURBAN DOOR COMPANY'S reasonable attorney fees and costs (in the state and federal courts, including but not limited to the bankruptcy courts), for any arbitration or trial, and on any appeal, review or reconsideration thereof, plus reasonable attorney fees incurred after any award or judgment is entered. Jurisdiction for any action may, at the sole option of SUBURBAN DOOR COMPANY, be the courts of the States of Oregon or Washington with venue in Washington County, Oregon and Clark County, Washington, respectively. Guarantor(s) consent to such jurisdiction and venue. Guarantor(s) further consent to all jurisdiction and venue to which Applicant(s) is subject to as provided in the Agreement, by law, or otherwise. This Guaranty shall be governed by and construed in accordance with the law of the jurisdiction in which SUBURBAN DOOR COMPANY elects to bring an action without resort to its principles on conflict of laws. With respect to any award or judgment initially entered against Guarantor(s) in favor of SUBURBAN DOOR COMPANY (collectively "Original Judgment"), Guarantor(s) waives all rights and defenses (created by statute or otherwise) Guarantor(s) could assert in any action to enforce or collect the Original Judgment commenced by SUBURBAN DOOR COMPANY in any other state(s), and this waiver shall survive entry of the Original Judgment. If any language in this Guaranty is invalid, that language only shall be considered deleted from this Guaranty and all other language in this Guaranty shall remain valid and enforceable. With respect to Guarantor(s), SUBURBAN DOOR COMPANY may contact any banks and trade references and make any and all other credit inquires it deems necessary, including but not limited to the utilization of outside credit reporting services, and Guarantor(s) authorizes the release of information to SUBURBAN DOOR COMPANY.

By signing here you agree to ALL THE TERMS OF THE PERSONAL GUARANTY on your own personal behalf.

Name

Signature (Personally)

Date
