



2637 SE 12th Ave, Portland, OR 97202
 Office 503-234-4321 / Fax 503-232-3541
 ar@masco.net

Remit to:
 PO Box 42367
 Portland, OR 97242

CREDIT APPLICATION AND AGREEMENT

Please print or type legibly and email, fax, or mail back completed agreement

APPLICANT

| | |
|---|--|
| Company _____ | Telephone _____ |
| Billing Address _____ | Cell _____ |
| City _____ State _____ Zip _____ | Fax _____ |
| Shipping Address _____ | Email _____ |
| City _____ State _____ Zip _____ | <input type="checkbox"/> New Account |
| | <input type="checkbox"/> Update/Reactivation _____ |
| | Customer Name/Number |
| <input type="checkbox"/> Receive invoices/statements via Email, If Yes, Email address _____ | |

ABOUT YOUR COMPANY

| | |
|---|--|
| Estimated Monthly Volume \$ _____ | Federal Tax ID _____ |
| State Resale Tax # _____ State _____ | Exempt <input type="checkbox"/> Y <input type="checkbox"/> N (Attach Exemption Certificate) |
| Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC | Nature of Business: _____ |
| Contractor License (State & No.) _____ | Years under present ownership _____ |
| State of Organization (OR, WA, Etc.) _____ | Date Business Started _____ |
| Business Bank & Branch _____ | Bank Account # _____ |
| Bank Contact Name/Number _____ | Bank Line of Credit <input type="checkbox"/> Yes <input type="checkbox"/> No |

AUTHORIZED SIGNERS ON YOUR ACCOUNT *Attach additional sheet if necessary to complete

| | |
|------------|------------|
| Name _____ | Name _____ |
| Name _____ | Name _____ |

PRINCIPALS/OFFICERS/MEMBERS/PARTNERS *Attach additional sheet if necessary to complete

| | | | | |
|------------|-------------|------------------|-----------|-----------|
| Name _____ | Title _____ | City/State _____ | SS# _____ | DOB _____ |
| Name _____ | Title _____ | City/State _____ | SS# _____ | DOB _____ |

REFERENCES

| | | |
|--------------------|-----------------|-----------------|
| Company Name _____ | Phone/Fax _____ | Account # _____ |
| Company Name _____ | Phone/Fax _____ | Account # _____ |
| Company Name _____ | Phone/Fax _____ | Account # _____ |

SALES AGREEMENT

ENTIRE AGREEMENT: This Agreement is between Masons Supply Company extending credit (“Seller”) and the Applicant named above or on page 1 (also referred to as “Buyer”). This Agreement along with the terms and conditions on Seller’s quotation, invoice and delivery ticket which are incorporated by reference (together referred to as “TERMS”) represent the entire agreement between the parties and apply to all transactions. In the event that the terms of this Agreement conflicts with terms of any other existing or future contract between Seller and Buyer (including Buyer’s oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of by the Credit Manager or an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Buyer grants Seller the exclusive right to select the forum for any disputes.

PAYMENT: Applicant agrees to pay for the material, rental equipment and services (“Products”) no later than 30 calendar days following the date of the invoice, unless on the invoice otherwise. Buyer shall make all claims for billing errors or adjustments in writing within 10 days from the invoice date. Claims not received in writing within the time specified are waived by Buyer. If Applicant fails to make any payment to Seller when due, the Applicant’s entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys’ fees/Collection fees and costs. In jurisdictions where a stated rate is required, reasonable attorneys’ fees will be 15% of the outstanding balance. Jurisdiction for any action may, at the sole option of Masons Supply, be the courts of the State of Oregon, Washington, and Idaho. Applicant(s) consent to such jurisdiction and venue. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference. All Credits must be used or a refund must be requested in writing within 180 days of credit date or the remaining credit balance will be forfeited.

DELIVERY & RETURNS: Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. Claims not received in writing within the time specified are waived by Buyer. Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts (“Returns”). Returns are subject to a 25% restocking fee, unless specified otherwise. No other material may be returned for credit including special order items, unless specifically agreed to by Seller.

SECURITY: To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction related materials and services sold by Seller including but not limited to construction materials, concrete forming and accessories, forming & shoring systems, along with tools, safety accessories and related supplies (“Collateral”). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Applicant authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller’s security interest.

INDEMNITY: To the fullest extent permitted by law, Applicant shall fully and forever defend (with counsel satisfactory to Masons supply), indemnify and hold Masons Supply and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the goods or acts or omissions of the Applicant or Applicants employees or agents.

WARRANTY: No warranties. The buyer’s sole and exclusive warranty on any Product is that provided by the Product’s Manufacturer. Masons Supply disclaims any and all warranties. There are no express warranties and there are no implied warranties including those of merchantability or fitness for a particular purpose and there are no other implied or express warranties of any nature whatsoever. Any and all goods are provided on an “as is” basis. The entire risk as to the quality and performance of the goods is with the Applicant. If the goods prove defective, Applicant assumes the entire cost of all servicing and repair. No obligation of Masons Supply concerning or relating to the goods shall be deemed a performance specification of any kind.

CERTIFICATION: The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Buyer’s extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. (6) I understand that if I fail to provide Seller with current list of authorized signers on my account, I will be held responsible for unauthorized charges. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

| | | |
|--|-------------------------------|---------------|
| _____ Authorized Representative (Signature) | _____ Printed Name & Title | _____ Date |
|--|-------------------------------|---------------|

PERSONAL GUARANTY

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney’s fees/collection fees and costs. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. Guarantor may revoke this Personal Guaranty only by providing Seller’s Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

| | | | |
|---|----------------------------|--|----------------------------|
| _____ Guarantor 1 (Signature) | _____ Date | _____ Guarantor 2 (Signature) | _____ Date |
| _____ Printed Name | _____ Social Security # | _____ Printed Name | _____ Social Security # |
| _____ Home Address, City, State, Zip | | _____ Home Address, City State, Zip | |