

## CREDIT APPLICATION AND ACCOUNT AGREEMENT

Please Select One	Corp	LLC	Sole Prop.	Personal
Name:				
Business Name:				
Address:				
City <span style="float: right;">State <span style="float: right;">Zip Code + 4</span></span>				
Mailing Address:				
Street				
City <span style="float: right;">State <span style="float: right;">Zip Code + 4</span></span>				
Email:				

This Box For Office Use Only	
Sales Rep #	
Date	
Desired Credit Limit \$:	
Contractor's License #:	
State of Organization:	
Federal ID #:	
Phone:	
Fax:	

Officers / Members / Managers / Owners
Name / Title:
Home Address:
Name / Title:
Home Address:

Officers / Members / Managers / Owners
SSN:
Phone:
Email:
SSN:
Phone:
Email:

Banking Information
Name:
Bank Rep:
Email:
Direct Line:

Construction Loan Financing
Name:
Loan Rep:
Email:
Direct Line:

Reference 1
Business Name:
Contact:
Phone:
Email:

Reference 2
Business Name:
Contact:
Phone:
Email:

* Personal / Retail / Application Only
Construction Site Address: (fill out below)
Street
City, State, Zip Code + 4

Please Return To:
<a href="mailto:AccountManagement@parr.com" style="color: blue; text-decoration: underline;">AccountManagement@parr.com</a>
<b>Phone: 503.614.2528</b>

The terms and conditions below are part of the application for and agreed to by applicant \_\_\_\_\_ (insert name of entity/individual)

**Credit Sales Policy**

1. A signature below establishes acceptance of the terms and conditions set forth herein, without exception, and agreement to comply with these terms.
2. Any statement term or condition not contained in this Policy or approved and acknowledged in writing by an authorized representative of The Parr Company and/or any of its associated, affiliated, and subsidiary companies will not be part of the agreement between the parties.
3. All invoices due for payment by the 10th day of the month, following the month in which the purchase was made. If payment is not received by the 11th day of the month, the account will be past due. All prices are exclusive of, and the undersigned is responsible for, all sales, use, excise and like taxes, if any, and other governmental assessments.
4. The billing period generally closes on the 25th day of each month. Any transactions after that date will be included in the next month's statement
5. Past due balances are assessed a late charge of 1-1/2% per month (18% per annum), or the maximum rate allowed by law, whichever is lower. This late charge will be assessed on all past due accounts.
6. Past due accounts will be placed on a cash basis at The Parr Company's sole option.
7. In the event any account is not paid when due, the undersigned shall be liable for any and all fees and costs incurred in connection with a referral of this account to any third party or parties, including but not limited to all attorney's fees, plus interest on such costs and fees from the date paid by The Parr Company at the rate applicable to past due balances under this Credit Sales Policy. If a legal action is commenced, The Parr Company shall be entitled to its reasonable attorney fees and court costs, including any costs and fees of appeal, plus pre-judgment and post-judgment interest on such costs and fees from the date paid by The Parr Company at the rate applicable to past due balances under this Credit Sales Policy. The undersigned agrees that if any suit or action is brought to enforce any part of the agreement, venue shall, at the sole option of The Parr Company, be in the appropriate state court in Multnomah County, Oregon; Clark County, Washington; Spokane County, Washington; or the court where a lien foreclosure action is commenced. This agreement and your account are governed by the law of the state in which The Parr Company elects to commence an action.
8. Electronic transmission (e.g., via email or facsimile) of an executed copy of this Agreement shall be deemed to constitute acceptance and delivery of this Agreement, and an electronic copy (e.g., PDF or facsimile) may be relied upon by The Parr Company and deemed to be an original for all purposes hereunder.
9. Applicant agrees that written notification must be given to The Parr Company of any change in ownership, the business name, or the business structure under which credit is established.
10. As provided by state laws, The Parr Company may establish the right to lien on any and all materials supplied by The Parr Company and/or any of its associated, affiliated, and subsidiary companies.

APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF SALE AND CREDIT POLICIES AS SET FORTH ON THIS APPLICATION. BY SIGNING BELOW, APPLICANT AUTHORIZES PARR LUMBER COMPANY TO CONDUCT A CREDIT INVESTIGATION INCLUDING INQUIRIES OF THE REFERENCES LISTED HEREIN. CREDIT AND REFERENCE INVESTIGATIONS CAN/WILL INCLUDE CONSUMER REPORTS, BANK, SUPPLIER, TRADE AND/OR EMPLOYMENT REFERENCES. APPLICANT UNDERSTANDS THAT THIS INFORMATION WILL BE USED TO EVALUATE THE CREDITWORTHINESS OF THE UNDERSIGNED IN CONNECTION WITH THE EXTENSION, CONTINUATION, OR TERMINATION OF PERSONAL OR BUSINESS CREDIT AS CONTEMPLATED BY THIS CREDIT APPLICATION. APPLICANT HEREBY AFFIRMS THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT, AND THAT THE PARR COMPANY AND/OR ANY OF ITS ASSOCIATED, AFFILIATED, AND SUBSIDIARY COMPANIES CAN REASONABLY RELY ON THIS INFORMATION. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH TERMS OF SALE.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Guaranty**

In consideration of, and in order to induce The Parr Company ("Parr") to extend credit to, or continue to extend credit to \_\_\_\_\_ (the "Customer"), and further to furnish or continue to furnish Customer with merchandise, the undersigned (the "Guarantor") and each of them if more than one, do jointly and severally guaranty to Parr and its successors and assigns, the faithful and prompt performance, payment and discharge of the Customer's account or accounts, existing now or hereafter incurred, together with all costs, fees, and expenses, including attorney's fees which the Customer may incur or for which the Customer is liable.

Guarantor hereby agrees that the Guaranty is a primary obligation of the Guarantor, that it is and shall be an open and continuing guaranty, and shall continue in full force and effect, notwithstanding any (a) change in the terms or conditions of any liabilities or obligations of the Customer, (b) renewals, modifications, additions or extension of any liabilities or obligations of the Customer, (c) extension of time to pay or perform any liabilities or obligations of the Customer. Guarantor hereby specifically waives notice of any such changes, renewals, extensions or any default by the Customer and further waives any right to consent to the same. Nothing contained in the Guaranty, nor shall any action taken to enforce this Guaranty constitute a waiver of any claims or other remedies that Parr may have against the Customer or any third party.

Notice of acceptance of this Guaranty and all other notices to which the Guarantor may be entitled by law are hereby waived. Presentment, protest and demand, and notice of protest and demand of any and all instruments or agreements are hereby waived. Any rights to extension, composition or otherwise under the bankruptcy code, or any amendments thereof, or under any state or federal statute are thereby waived. Parr may, without the consent of the Guarantor and without giving notice thereof to the Guarantor, compound, compromise, and adjust any claim against the Customer, or above account named in any instrument, or grant any indulgences whatsoever to Customer, without affecting the obligations of the Guarantor. The undersigned will pay and perform the obligations hereunder, upon demand without requiring any proceedings be taken against the Customer. If any claim against the Guarantor is referred to an attorney for collection, the Guarantor agrees to pay Parr's reasonable attorney's fees and court costs incurred in connection with any proceeding against the Guarantor including interest on such fees and costs at the rate of 1-1/2% per month (18% per annum), or the maximum amount allowed by law, whichever is lower, until paid.

The Guaranty shall be binding upon the heirs, personal representative, successors, and assigns as each Guarantor, and the benefits thereof shall extend to and include Parr's successors and assigns, and shall also inure to the benefit of any of Parr's associated, affiliated, and subsidiary companies. The death of any Guarantor shall not release the Guarantor's estate from any liability hereunder, and shall not relieve the Guarantors from liability and continuing obligations hereunder.

THIS AGREEMENT MADE AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

(Signature must be as individuals - not as company or corporate officials)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_