



EASTSIDE STAPLE & NAIL, INC.

CREDIT APPLICATION

18565 142ND AVE NE WOODINVILLE, WA 98072 (425) 641-6191 FAX (425) 643-6747 1-888-567-NAIL www.eastsidestaple.com

LEGAL BUSINESS NAME:

DOING BUSINESS As (DBA):

BUSINESS STREET ADDRESS

CITY:

STATE:

ZIP:

MAILING ADDRESS (IF DIFFERENT)

CITY:

STATE:

ZIP:

EMAIL ADDRESS REQUIRED:

BUSINESS PHONE:

FAX NUMBER

TYPE OF BUSINESS

☐ CORPORATION

LIMITED LIABILITY

☐ COMPANY

GENERAL

☐ PARTNERSHIP

LIMITED

☐ PARTNERSHIP

SOLE

☐ PROPRIETOR

☐ OTHER

HOW LONG IN BUSINESS:

NATURE OF BUSINESS:

GENERAL SPECIALTY CONTRACTORS NUMBER:

STATE REGISTERED:

EXP DATE:

BOND COMPANY:

BOND NUMBER:

BUSINESS BANK AND BRANCH:

PHONE NUMBER:

CHECKING ACCOUNT #:

SECURITY/COLLATERAL

MAJOR CREDIT CARD #:

EXP. DATE:

☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

MAJOR CREDIT CARD #:

EXP. DATE:

☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

WHAT ADDITIONAL COLLATERAL CAN YOU OFFER AS SECURITY FOR YOUR CREDIT ACCOUNT? PLEASE LIST AND DESCRIBE PROPERTY (IE. AUTOMOBILE: COPY OF TITLE; REAL ESTATE: COPY OF DEED, ETC.), AND STATE WHETHER PROPERTY IS CURRENTLY SECURING ANY OTHER FINANCIAL OBLIGATIONS. IF SUCH PROPERTY IS CURRENTLY SECURING OTHER OBLIGATIONS, LIST THE OBLIGATIONS AND AMOUNTS OF SUCH OBLIGATIONS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

- ☐ REAL ESTATE ☐ EQUIPMENT ☐ INVENTORY
☐ VEHICLE ☐ ACCOUNTS RECEIVABLE ☐ OTHER

OFFICE USE ONLY

SALES REP

INVOICE BATCH

TERMS

OWNER'S INFORMATION (LIST ALL OWNERS OR PARTNERS. USE ADDITIONAL SHEETS IF NECESSARY)

FULL NAME:

STREET ADDRESS:

OWN/RENT

SOCIAL SECURITY #:

WA DRIVERS LICENSE #:

PHONE:

HAVE ANY OWNERS EVER DONE BUSINESS WITH EASTSIDE STAPLE & NAIL?

WHEN?

UNDER WHAT NAME?

HAVE YOU PERSONALLY OR ANY COMPANY FROM WHICH YOU ACTED AS AN OFFICER DECLARED BANKRUPTCY IN THE LAST 7 YEARS?

☐ YES ☐ NO IF YES DESCRIBE ON A SEPARATE SHEET

BUSINESS REFERENCES (PLEASE LIST FOUR OPEN ACCOUNTS)

NAME:

FAX NUMBER ONLY:

EMAIL ADDRESS

NAME:

FAX NUMBER ONLY:

EMAIL ADDRESS

NAME:

FAX NUMBER ONLY:

EMAIL ADDRESS

NAME:

FAX NUMBER ONLY:

EMAIL ADDRESS

SPECIAL INSTRUCTIONS FOR THE USE OF YOUR ACCOUNT (USE ADDITIONAL SHEET IF NECESSARY)

LIST THE NAMES OF ALL INDIVIDUALS WHO ARE AUTHORIZED TO USE THIS ACCOUNT, OR ANY OTHER SPECIAL INSTRUCTIONS BELOW. IF NOT COMPLETED, YOU WILL BE RESPONSIBLE FOR ANYONE SIGNING ON THIS ACCOUNT. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO KEEP THIS LIST CURRENT.

NAME

DESIRED CREDIT LIMIT:

\$

PURCHASE ORDERS REQUIRED?
(CIRCLE ONE)

YES

NO

IF YES, ARE VERBAL PO #S
OK?
(CIRCLE ONE)

YES

NO

JOB NAME OR NUMBER REQUIRED?
(CIRCLE ONE)

YES

NO

PLEASE SPECIFY
(CIRCLE ONE)

NAME

NUMBER

ACCOUNT AGREEMENT – PLEASE READ CAREFULLY

I/We make application with Eastside Staple & Nail, Inc. for itself and for and on behalf of all of the independently owned and operated Eastside Staple & Nail locations in the State of Washington (hereafter referred to as 'Eastside Staple & Nail') for an extension of credit and/or to obtain further credit with Eastside Staple & Nail. By signing this Credit Application and Account Agreement, I/we further agree to all terms and conditions set forth herein.

True Information. I/we certify and represent that all information I/we have provided on this application is true and correct to the best of my/our knowledge.

Offer. I/we understand that the signing of this Credit Application and Account Agreement shall be construed as an offer and does not guarantee the extension of credit.

Authorization for Disclosure of Business and Personal Credit Information. By signing this instrument as the authorized representative of _____ (Business Name), I/we hereby authorize the release of credit information regarding, _____ (Business Name) to Eastside Staple & Nail, and/or its agent(s) or designee(s) (including any assignee or potential assignee thereof) from any source including credit bureau reporting agencies, applicant's bank or other third parties. I/we hereby represent that all of the information contained in this credit application is true, correct and complete. Additionally, by signing this instrument as an individual who is either a principal of the credit applicant business, or a personal guarantor of its obligations, I/we provide written instruction to Eastside Staple & Nail or its agent(s) or designee(s) (including any assignee or potential assignee thereof) authorizing review of my/our personal credit profile from a national credit bureau or other third parties.

Terms. If credit is granted, I/we promise to pay in full all statements and/or invoices on net 30 terms. I/We agree that any account we have with Eastside Staple & Nail, having a balance not paid in full within such time period of the invoice date, shall be considered delinquent. I/We further agree to pay interest on any past due (delinquent) balances at 18% per annum (\$1.00 minimum per month) or the maximum amount allowed by law, whichever is less. I/we agree that Eastside Staple & Nail's statements and/or invoices are accurate in all respects and I/we waive any right to later object to the amounts stated therein, unless I/we notify Eastside Staple & Nail in writing within fifteen (15) days of the statement and/or invoice date that first reflects the amount in question. All payments received toward the account may be applied to the unpaid balance as Eastside Staple & Nail deems appropriate. No terms or conditions of purchase orders and/or rental agreements different from the terms contained herein will become part of any account agreement, rental agreement, sales agreement, purchase order, or other document, unless specifically approved in writing by Eastside Staple & Nail and unless such agreement refers specifically to this Account Agreement by date and title. I/we agree that any purchases accepted for return by Eastside Staple & Nail are subject to a reasonable restocking charge, the amount of which will be determined by Eastside Staple & Nail in its sole and absolute discretion.

Security Agreement & Authorization. If credit is granted, I/we grant to Eastside Staple & Nail a first priority general lien and security interest in all products (and proceeds from the sale of such products or from the labor performed to install such products) provided to us for which Eastside Staple & Nail has not yet been paid in full, including but not limited to those products used by me/us as inventory or equipment. I/We hereby irrevocably appoint Eastside Staple & Nail as our attorney-in-fact to sign and file on behalf of me/us any financing statements and other documents as may be necessary to perfect Eastside Staple & Nail's first priority security interest in the products. As additional security, I/we have supplied Eastside Staple & Nail with two (2) valid credit cards as assurance of our commitment to pay our account on a timely basis. I/We hereby grant Eastside Staple & Nail permission to charge any delinquent balances or balances in excess of our credit limit (\$ _____), whether or not delinquent, to such credit card(s) without the necessity of providing us notice thereof.

Supplement Information. If credit is granted, and such is requested by Eastside Staple & Nail, I/we agree to update and/or supplement the information stated herein, and give our permission to Eastside Staple & Nail and/or its assigns to do whatever is reasonably necessary to update and/or supplement such information. I/We further agree that on a Quarterly basis, or upon my/our account being declared delinquent or carrying a balance in excess of my/our credit limit (\$ _____), Eastside Staple & Nail shall have the right to do whatever is reasonably necessary, including but not limited to reviewing the latest billing statement from each of the aforementioned credit card companies in order to confirm that the cards remain valid and that their available credit lines remain sufficient to absorb any unpaid balance on the account I/we have with Eastside Staple & Nail. If any such credit card does not remain valid or maintain a sufficient available credit line, Eastside Staple & Nail shall have the right to demand that I/we supply Eastside Staple & Nail with another valid credit card. If I/we do not do so, Eastside Staple & Nail shall have the right to immediately charge any unpaid balance to the remaining valid credit card. I/we agree to promptly notify Eastside Staple & Nail in writing of any change in my/our business ownership, form, structure or name(s). If I/we fail to promptly notify Eastside Staple & Nail in writing of such change, then I/we expressly and personally assume full responsibility for all charges and/or credit extensions made on this account subsequent to such change.

Delinquent or Excessive Balance: Further credit will not be extended to any account holder who has an account with a delinquent balance, or an account that has a balance in excess of the maximum balance allowed pursuant to this instrument. Eastside Staple & Nail reserves the right to revoke any credit extended to me/us if I/we fail to pay for any charges when due, or for any other reason.

Collection Costs. In the event that Eastside Staple & Nail must resort to legal or other proceedings to collect any past due amount from me/us, I/we agree to pay upon demand all of Eastside Staple & Nail's costs and expenses, including attorney's fees, legal expenses and collection agency costs incurred by Eastside Staple & Nail in connection with the collection of any amounts owed to Eastside Staple & Nail. Eastside Staple & Nail may pay a third party or parties to assist in the enforcement of this, and any other provision herein, and I/we agree to pay the cost and expense of such enforcement. Costs and expenses may include, but are not limited to attorney's fees, legal expenses and/or costs incurred by a law firm or attorney, or persons hired by a law firm or attorney, and their costs and expenses. I/we agree to pay costs and expenses whether or not a lawsuit is initiated, including, but not limited to those stemming from, pre-lawsuit preparation, lawsuit, appeal, post-judgment collection or enforcement, and bankruptcy proceedings.

Incidental or Consequential Damages. I/we agree that Eastside Staple & Nail shall not be liable for any incidental or consequential damages reasonably relating to this Application for Credit and/or Account Agreement.

Jury Trial. I/we waive the right to a jury trial on any or all issues reasonably relating to this Account Agreement.

Jurisdiction and Venue. At Eastside Staple & Nail's option, jurisdiction and venue in connection with any claims arising out of this Account Agreement shall be had in the City of Seattle, County of King, State of Washington.

Entire Agreement. I/we agree that if credit is, or has been, extended, this Application for Credit shall be a binding Account Agreement between _____ (Business Name) and Eastside Staple & Nail. This Account Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects covered herein, and any and all of which are merged into, and superseded by this Account Agreement. No party is entering into this Account Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those expressly contained herein.

Severability. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

Headings Not Controlling. The paragraph and/or section headings included herein are for reference only and are not a part of this Account Agreement, nor do the headings control or alter the meaning of this Account Agreement as set forth in the text.

Counterparts. This Account Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. A facsimile shall be binding as an original signature.

No Notice Required. I/We agree that with regard to the foregoing terms of this Account Agreement, my/our signature below and any use of the account with Eastside Staple & Nail, whether by me/us, or by my/our agent(s), assign(s) or employee(s), shall constitute valid and express notice of the balance of such account and the terms of this Agreement. No additional notice need be given with regard to the balance of any account I/we have with Eastside Staple & Nail or the terms of this Agreement.

Current Account and Discounts. I/we understand that if a current account is not kept that Eastside Staple & Nail has the right to withdraw any discounts that had been applied to my/our account.

FULL NAME OF FIRM OR BUSINESS

X

SIGNATURE (AUTHORIZED REPRESENTATIVE OF CREDIT APPLICANT)

X

DATE:

PRINT OR TYPE FULL NAME AND TITLE (AUTHORIZED REPRESENTATIVE OF CREDIT APPLICANT)

SIGNATURE (PRINCIPAL OR PERSONAL GUARANTOR OF CREDIT APPLICANT FIRM OR BUSINESS)

X

DATE:

PRINT OR TYPE FULL NAME AND TITLE (PRINCIPAL OR PERSONAL GUARANTOR OF CREDIT APPLICANT FIRM OR BUSINESS)

X

ACCOUNT AGREEMENT – PLEASE READ CAREFULLY

In consideration of granting credit to the above firm, I/we jointly and severally personally guarantee payment of any and all indebtedness of the above account and agree to be bound by the above terms and conditions. This personal guarantee shall be binding on all heirs, successors, and assigns, including individuals, sole proprietors, partnerships, or other entities that incorporate, merge or consolidate after signing this agreement and guarantee. The personal guarantee is continuing and irrevocable while there is any unpaid balance on the account. The undersigned waives notice of any and all future amendments to this Account Agreement. The undersigned further acknowledges and represents that any titles written near their signature below is/are intended to clarify the individuals position with third parties and in no way is/are intended to limit or cancel the personal nature of this guarantee.

SIGNATURE

X

DATE:

ADDRESS:

SIGNATURE

X

DATE:

ADDRESS: