

## PLEASE CHOOSE YOUR STORE LOCATION - PREFERRED

LCLC - Centralia Location LCLT - Tumwater Location MRKT - Ace Market St Location

**PLC - Palmer Lumber Location** 

1621 Harrison Ave, Centralia WA 98531 2421 93rd Ave SW, Tumwater WA 98512 771 S.Market Blvd., Chehalis WA 98532 370 NW State Ave., Chehalis WA 98532 Main:(360) 736-8261 Fax:(360) 330-0272 Main:(360) 956-9147 Fax:(360) 956-9247 Main:(360) 345-1290 Fax:(360) 345-1295 Main:(360) 748-8848 Fax:(360) 748-6016

## **BUSINESS CREDIT APPLICATION**

\*\*Application MUST BE COMPLETELY filled out and signed by an authorized representative to be considered\*\*

\*\*NET 10TH TERMS: Your account will be due in full by the 10th of the Month following the Invoice\*\*

| DATE:   | Type of Business:                       |                                 | Requested Limit:           |     |  |
|---|---|---------------------------------|----------------------------|-----|--|
| About Your Business   | Type of business.                       |                                 |                            |     |  |
| Legal Name:   |   | AP Person: Phone:               |                            |     |  |
| DBA:  |   | Email:                          |                            |     |  |
| Physical Address:   |   | Billing Address:                |                            |     |  |
| Apt./Suite (Optional)   |   | City:                           | State: Zip:                |     |  |
| ,   | Ctata: Zin:                             | Email: Statements               |                            | No  |  |
| City:   | State: Zip:                             |                                 | •                          | INO |  |
| About You (if joint application) You must list all Officers, please attach separate pages if necessary  Officer: Officer:   |   |                                 |                            |     |  |
| Officer: Officer:   |   |                                 | Address:                   |     |  |
| Address:  | Address:                                |                                 |                            |     |  |
| Phone:  | Phone:                                  | Phone:                          |                            |     |  |
| Email:  | Email:                                  | Email:                          |                            |     |  |
| Social Security #:  | Social Security #:                      | Social Security #:              |                            |     |  |
| Monthly Income \$   | Monthly Income \$                       |                                 | Monthly Income \$          |     |  |
| General Company Information   |   |                                 |                            |     |  |
| Legal Structure (check all that apply   | • | or Partnership L                | LC Other                   |     |  |
| UBI#  | Bond Agency                             |                                 | Bond #                     |     |  |
| Taxable: Yes No   | Exempt If exempt, p                     | lease attach exemption certific | cate and select type below |     |  |
| Agricultural/Farming Tribal   | Government Agency                       | Other Resale                    | # EXP                      |     |  |
| How long in Business:   |   | Number of Employees:            |                            |     |  |
| Bank References   |   |                                 |                            |     |  |
| Bank Name:  |   | Phone:                          | Point of Contact:          |     |  |
| Address:  | City:                                   |                                 | State: Zip:                |     |  |
| Type of Accounts: Checking  | Savings                                 | Personal Loan Auto              | Property/Mortgage Other    |     |  |
| Business/Trade references (No p   | ersonal references) - Email is prefer   | red                             |                            |     |  |
| Company Name  | Phone                                   | City, State                     | Email                      |     |  |
|   |   |                                 |                            |     |  |
|   |   |                                 |                            |     |  |
|   |   |                                 |                            |     |  |
| Additional authorized to charge, please list all persons (attach additional page if necessary)  |   |                                 |                            |     |  |
| •   | 2)                                      | 3)                              | 4)                         |     |  |
|   |   | 7)                              | 8)                         |     |  |
| Will you need a personal guarant  | <u>'</u>                                | ,                               | ,                          |     |  |
| Personal Guarantees: in consideration for the credit exteded to the above listed, the undersigned(s) hereby guarantee and agree to be personally liable for all indebtedness incurred by borrower(s) and any of its agents or employees.  Providing a guarantee may increase the likelihood of approval and is recommended if you have a young business. Is your business a sole proprietor, a partnership, unincorporated; or a corporation with an annual revenue of less than \$1,000,000, less than 10 employees or incorporated less than 3 years?   |   |                                 |                            |     |  |
|   | YES, I/we will guarantee the accoun     |                                 | apply without guarantor(s) |     |  |
| Signature and Authorization; In c   | consideration of granting net 10th cr   | edit terms:                     |                            |     |  |
| I/we will pay all invoices in accordance with Lincoln Creek Lumber terms of sale and agreement in effect, regardless of any terms shown on our purchase orders. I/we agree to pay interest at the greater of 1.5% per month or the maximum allowed by law on all unpaid invoices. Should this account become delinquent, I/we agree to pay attorney's fees if legal suit is taken. The signature(s) below represent and warrant the person(s) are authorized representatives of the company and that the information is a complete and accurate representative of the company's financials as of date. By signing this, I/we authorize Lincoln Creek Lumber to determine credit worthiness by contacting the above references. If, I/we selected to provide a personal guarantee, I/we also authorize Lincoln Creek Lumber to obtain additional information by securing date from a credit reporting agency. In accordance with the terms and conditions found on the Lincoln Creek Lumber account agreement. |   |                                 |                            |     |  |
| Signature:  | Signature:                              |                                 | Signature:                 |     |  |
| Print Name:   | Print Name:                             |                                 | Print Name:                |     |  |
| Date:   | Date:                                   |                                 | Date:                      |     |  |
|   |   |                                 | Title:                     |     |  |
| Title:  | Title:                                  | ***** INCOLN ORES ( 1 11111     |                            |     |  |
| DO NOT WRITE IN THIS AREA****LINCOLN CREEK LUMBER USE ONLY ****   |   |                                 |                            |     |  |
| RECEIVED BY:  | REVIEWED BY:                            | APPROVED BY:                    | LIMIT:                     |     |  |

## Lincoln Creek Lumber Co. ACCOUNT AGREEMENT

Lincoln Creek Admin Office 887 NW State Ave, Chehalis, WA 98532; (360) 748-3351; (360) 748-6443 Fax
Lincoln Creek Lumber Centralia 1621 Harrison Ave, Centralia, WA 98531; (360) 736-8261; (360) 330-0272 Fax
Lincoln Creek Lumber Tumwater 2421 93<sup>rd</sup> Ave SW, Tumwater, WA 98512; (360) 956-9147; (360) 956-9247 Fax
Market Street Ace 771 S Market Blvd, Chehalis, WA 98532; (360) 345-1290; (360) 345-1295 Fax
Palmer Lumber 370 NW State Ave, Chehalis, WA 98532; (360) 748-8848; (360) 748-6016 Fax

**GENERAL:** The following are terms and conditions of every charge account agreement with this business. This is not a retail installment credit agreement nor is it intended to create a revolving credit account. **Your account will always be due in full by the 10**<sup>th</sup> of the month following each invoice date. Each person signing the agreement executes it as a principal and/or guarantor and not as a surety. In this Agreement, the words "you" and "yours" refer to any business and all persons named on the credit application and any person using this account with your express or implied permission and any person signing as guarantor, and the words "we", "us" and "our" refer to this company which is extending credit to you.

**ACCEPTANCE OF AGREEEMENT:** This agreement is not binding until accepted by us. Your use of this account and any charges made by you or an authorized user means you accept this agreement and all of its terms and conditions.

**PROMISE TO PAY:** You agree to pay in U.S. Dollars for all purchases, finance charges, late fees, return check charges, or any other charges or fees incurred by you. Payment shall be applied to the unpaid charges and fees and thereafter to payment of the unpaid balance of each item in the order of its purchase.

OTHER CHARGES: In addition to your principal balance, you agree to pay:

- 1. Delinquent interest at the rate of 18% APR or 1.5% monthly percentage rate on any balance not paid by the 10<sup>th</sup> of the month following the invoice date.
- 2. A 3% surcharge of the amount paid will be assessed when paying account by credit card. Using your credit card at the time of purchase will avoid these fees.
- 3. A late payment fee in the amount of \$15.00 if you don't pay your balance when due.
- 4. Any returned check dishonored and/or insufficient funds will be assessed with a fee of \$40.00 per check.
- 5. Reasonable attorney fees and costs in the event it becomes necessary to hire an attorney to collect your delinquent account.

**CREDIT LIMIT:** You agree that we may establish a credit line (limit) for your convenience and your credit purchases, at any one time, will not exceed the amount of your credit line established by us. You will be advised of your credit limit when your account is approved. You agree that we may terminate or reduce your credit limit at any time based upon our evaluation of changes in your credit capacity and your performance under this account. In the event of termination, all outstanding balances will continue to accrue other applicable charges until paid in full.

**SECURITY:** You are giving us and we are retaining a purchase money security interest under the Uniform Commercial Code in the goods being purchased under this Agreement until the debt for the goods is paid in full. This permits us,

under certain circumstances as provided by law, to take back or repossess the goods if you do not pay for them under the terms of this Agreement. Additionally, if materials purchased by you are used to improve the property of another, we reserve the right to notify the owner of such property that if you fail to pay we have the right to enforce a claim for payment against the owner's property through a construction lien and lien the property if necessary.

**DEFAULT:** The following are events of default under this Agreement.

- 1. You do not pay any payment when due. You make any false or misleading statement on your credit application or fail to supply us with updated financial information with 30 days of our request.
- 2. You file for bankruptcy or are declared bankrupt.

law.

- 3. Any natural person guaranteeing payment of this Agreement dies or serves written notice upon us of his intent to terminate his guarantee.
- 4. There is an event that occurs, which in our reasonable discretion causes the prospect of payment by you to be significantly impaired.
- 5. The goods securing this Agreement are lost or destroyed.
- 6. You breach any other terms of this Agreement.
  In the event of default, the entire unpaid balance will be due immediately and we may start a lawsuit for collection of the balance, if necessary, subject to any notice and right to cure required by state law. You agree to pay reasonable attorney fees and costs if your account is referred for collection to an attorney. We also reserve our rights and remedies, which shall not be mutually exclusive with any other remedy, pertaining to the repossession and resale of goods as provided under applicable law. We agree to pay you a surplus, if any, resulting from the resale of repossessed goods and you agree to pay us a deficiency, if any when permitted by

**RIGHT OF SETOFF:** As additional security for payment, you give to us a contractual possessory security interest in and a right of setoff against and you hereby assign, convey, deliver, pledge and transfer to us, all right, title and interest in and to all deposits, monies, securities and other property of yours now or hereafter in our possession or on deposit with us, whether held in a general or special account of deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to you.

**CHANGES IN TERMS:** You agree that we may change the existing charges, fees and other terms of this Agreement, as well as introduce new terms, provided you are given 30 days written notice in advance of the effective date of the change as required under applicable law. Any such amendments will apply to the then existing balance of your account.

**CREDIT INVESTIGATION:** You give us the right to investigate your business and/or your personal credit capacity and credit history. You authorize us to furnish information about the account and yourself to credit reporting agencies and others who may lawfully receive the information, including our affiliates. Upon request, you agree to promptly give us accurate business and personal financial statements.

**LIABILITY FOR UNAUTHORIZED USE:** You agree that this Agreement controls all purchases made on this account from us to you or to any authorized user. You must promptly notify us <u>in writing</u> of any unauthorized use of this account. You agree to promptly review your statement and notify us, <u>in writing</u> of any errors or unauthorized purchases which are contained in the statement. If you do not notify us, in writing, of an error or unauthorized purchase within 30 days of

receipt of the statement on which the information is contained, the statement will be presumed to be correct and all purchases contained on the statement will be presumed to be authorized.

**CANCELLATION OF ACCOUNT:** We and you have the right to cancel this Agreement/Account, as it relates to future purchases, at any time without default. You, of course, remain obligated to pay for all purchases made prior to cancellation and the security interest and guarantees on goods previously purchased under this Agreement continue in full force and effect.

**ASSIGNMENT:** You agree that we may sell, assign or transfer our rights to your account without written notice. You may not sell, assign or transfer your right under this Agreement without prior written consent.

**COUNTERPARTS, FACSIMILE AND ELECTRONIC MEDIA:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile transmission or any electronic transmission of the Agreement shall be the same as signature and delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

**NATURE OF GUARANTEE:** Any guarantor's liability under this Agreement shall be open and continuous for so long as this guarantee remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due of all indebtedness. Accordingly, no payments made upon the indebtedness will discharge or diminish the continuing liability of guarantor in connection with any remaining portions of the indebtedness or any of the indebtedness which subsequently arises or is thereafter incurred or contracted. Any married person who signs this guarantee as the guarantor hereby expressly agrees that recourse under this Agreement may be had against both his or her separate property and community property as well as the community property of his or her spouse, whether now owned or hereafter acquired. If guarantor elects to revokes this guarantee guarantor may do so in writing. Guarantor's written revocation of his guarantee will apply only to new indebtedness created after actual receipt by us of guarantor's written revocation. This guarantee will continue to bind guarantor for all indebtedness incurred on this account prior to receipt of guarantor's written revocation. Release of any other guarantor or termination of any other guarantee of the indebtedness shall not affect the liability of any other guarantor under this guarantee. A revocation received by us from any one or more guarantors shall not affect the liability of any remaining guarantors.

**MISCELLANEOUS:** This is our entire Agreement and no oral changes can be made. This Agreement is governed by the laws of the state of Washington and venue of any dispute is placed in Lewis County, Washington. We and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either of us. If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**SHORTAGES AND RETURNED MERCHANDISE:** Claims for shortages must be made at the time of delivery. No merchandise will be accepted for credit or exchange after 30 days from the date of the invoice. All returned

| DO NOT SIGN THIS CREDIT AGREEMENT BEFOR<br>AFFECT YOUR LEGAL RIGHTS. BY SIGNING IN A<br>ALL TERMS AND CONDITIONS OF THIS AGREE<br>SHE HAS BEEN GIVEN THE PROPER AUTHORITY<br>ANY, BUT ALSO THE ENTITY ON WHO'S BEH<br>PARTNERSHIP OR CORPORATION, ALL PARTNE<br>ACHKNOWLEDGE THAT THEIR SIGNATURES A | NY CAPACITY YOU AND YOUR SPOUSE,<br>EMENT. ANY PERSON SIGNING THIS AG<br>7, IF NECESSARY, TO SIGN AND BIND NO<br>IALF HE HAS SIGNED. IF THE ENTITY<br>ERS AND OFFICERS MUST SIGN ON BEHA | , IF ANY, AGREE TO BE BOUND BY<br>GREEMENT ATTESTS THAT HE OR<br>OT ONLY HIMSELF, HIS SPOUSE, IF<br>NAMED ON THE ACCOUNT IS A<br>ALF OF THAT ENTITY AND HEREBY |
|--|--|--|
| GUARANTORS FOR THE CORPORATION.  SIGNATURE   | TITLE  | DATE   |
|  |  |  |
|  |  |  |

merchandise may be subject to a 15% restocking charge, cartage to the yard charge, and must be in original condition.

Special order merchandise may not be returned.