

TRM Wood Products Co.; Inc.

P.O. Box 627, Black Diamond WA. 98010 – Tel: 425-432-1222 Fax: 425-432-1702
26700 242nd Ave SE, Maple Valley, WA. 98038

CONFIDENTIAL CONTRACT FOR EXTENSION OF CREDIT-BUSINESS

Please provide all applicable information requested below

Business name: _____ Cell phone: () _____ Fax: _____

Street address: _____

Billing address : _____

When was the business started ? _____

The business is a: ___ proprietorship; ___ joint venture; ___ partnership; ___ limited liability company; ___ corporation. (Date of incorporation; _____ State of Incorporation: _____)

Please give us your UBI number _____ and a copy of resale certificate, if applicable.

(We are required to have a resale certificate on file before we can exempt sales tax from your invoices.)

If you are a building contractor or subcontractor, please furnish a photocopy of your current L&I contractor's registration certificate, and your current bonding insurance certificate.

Please provide the following information about the business's proprietor, partners or corporate officers.

1. Name: _____ Title: _____ Date of Birth: _____

Home Phone: _____

Home address: _____

Soc.Sec.No: _____ Spouse's name: _____

2. Name: _____ Title: _____ Date of Birth: _____

Home Phone: _____

Home address: _____

Soc.Sec.No: _____ Spouse's name: _____

3. Email: _____

4. Person or persons allowed to charge on account: _____

1. _____

2. _____

3. _____

5. Name of person responsible for accounts payable: _____

What will be your anticipated monthly credit requirements? \$ _____

Please list trade suppliers with whom you have charge accounts:

Name:

City :

Phone:

1. _____

2. _____

3. _____

4. _____

Please supply the following information about your main business bank:

Bank name: _____

Branch/City: _____ Phone: () _____

Account number(s) : _____

Name of banker familiar with your account: _____

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This document constitutes a contract. Please read the following carefully and sign where indicated.

I certify that the information included herein is accurate and truthful.

I authorize any bank, credit information agency or reference to furnish financial information requested by TRM Wood Products Co. Inc. in connection with this application for credit.

I agree to pay each months account balance in full by the eleventh day of the following month. Any accrued balance owing and unpaid to TRM Wood Products Co. Inc., whether the amount owed is liquidated or un-liquidated, shall bear interest at the rate of 21% per annum or the maximum legal rate, whichever is less.

In consideration of materials and benefits accruing to my account, I agree that, regardless of the form of my business enterprise, whether proprietorship, partnership or corporation and regardless of the form of signature hereon, I assume personal liability for any credit extended to me or my business. I acknowledge that TRM Wood Products Co. Inc. is relying on my personal guarantee in extending credit to me or my business.

In the event that timely payment is not made to TRM Wood Products Co. Inc., the entire balance owed shall be accelerated and become due at once. TRM Wood Products Co. Inc. is entitled and permitted to enter the premise(s) or property where materials have been delivered and take possession of all such material so long as such repossession can be accomplished without breach of peace and without irreparable injury to the premises or property.

In the event a lawsuit arises for failure to pay my account in full (including but not limited to finance charges) and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid his or her actual attorney fees and costs by the non-prevailing party. There shall be one prevailing party which shall be the one party in whose favor a net monetary judgment is awarded, or in whose favor a net settlement is paid after all offsets, counterclaims, allowances, etc..., have been resolved, and regardless of any payments made or tendered on account made after suit has been filed in the King County Superior Court by either party and regardless of whether both parties prevailed on one or more issues and claims. As used herein, "Actual Attorney's Fees" shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matter involved, calculated on the basis of the usual fees charged by the attorney's performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute, case or rule of court. This clause supersedes all Washington statutes, case law and Court Rules dealing with awards of costs or attorneys' fees. I further agree to Pay TRM Wood Products Co. Inc.'s collection costs and attorney's fees if collection proceedings commence on my account regardless of whether a lawsuit is started.

I understand and agree that TRM Wood Products Co. Inc. may, at any time and for any reason whatsoever, refuse to extend any further credit to me or my business.

ORAL AGREEMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW

Signature: _____ Printed Name: _____ Date: _____
(Signature must be of that individual Authorized to enter into contractual agreements for your personal or business entity)

TRM Wood Products Co. Inc. Use Only

Approved By: _____ Title: _____ Date: _____

**TRM Wood Products Co.
Attn. Credit Dept.
P.O. Box 627
Black Diamond, Washington 98010**

UNCONDITIONAL AND CONTINUING PERSONAL GUARANTY

Applicant (Business applying for credit): _____.

1. As an inducement for TRM Wood Products Co., Inc. (hereafter "TRM") to extend or to continue to extend credit to the APPLICANT, TRM requires this guaranty of payment by the Guarantor(s).

2. In consideration of TRM extending credit to Applicant, the Guarantor(s) hereby agrees as follows:

A. THE GUARANTOR(S) UNCONDITIONALLY GUARANTEES PROMPT PAYMENT WHEN DUE OR UPON DEMAND THEREAFTER OF EVERY INDEBTEDNESS OR OBLIGATION THE APPLICANT HAS TO TRM OF ANY KIND WHATSOEVER. This guaranty covers all existing and future indebtedness of Applicant to TRM together with any service charges, finance charges, and reasonable attorney fees and costs incurred by TRM in the course of collecting obligations of the Applicant which are not paid when due.

B. This is a continuing guaranty and applies to all existing and future indebtedness or obligations, and any further extensions of credit or increases in credit limits of Applicant made without further consent of the Guarantor(s).. This guaranty shall be revocable only upon TRM's receipt of written notice of revocation from the Guarantor(s). Notice of revocation from the Guarantor(s) must be given by registered or certified mail to TRM at the address shown on this guaranty. The Guarantor(s) revocation shall only be effective with respect to extensions of credit by TRM to the Applicant, which arise after the receipt of the notice of revocation. The revocation shall not be effective as to any unpaid debt or obligation of the Applicant to TRM at the time the notice of revocation is received.

C. TRM is not obligated to proceed against Applicant to collect unpaid debts or obligations of Applicant prior to proceeding against the Guarantor(s). TRM is not obligated to give any notices to the Applicant or Guarantor(s) of any delinquencies or defaults in Applicant's debts or obligations prior to making demand of the Guarantor(s) of its obligations to satisfy the debts or obligations of the Applicant to TRM. If TRM, for any reason, should elect to extend the APPLICANT additional time to pay its obligations, release any part of the Applicant's debts or obligations to TRM, release any collateral of Applicant's which TRM may hold, release any other Guarantor(s) of the Applicant's obligations, or accept on account any notes or other consideration for the payment of the indebtedness; such concessions extended by TRM will not in any way relieve the Guarantor(s) from its obligations under this Guaranty. TRM reserves the right to terminate credit to Applicant at any time, and in the event it should do so, the Guarantor(s) shall be excused from the obligations of the Guaranty only when there has been payment in full of the entire indebtedness or obligations of the Applicant to TRM. If the Guarantor is more than one (1) individual, each Guarantor signing this Guaranty shall be jointly and severally liable.

This is a PERSONAL GUARANTY. Please read carefully before signing.

Electronic or fax transmission of any signature shall be the same as an executed original.

Please list your individual name and exclude any business titles.

Name of Guarantor: _____

_____ social security number

Signature of Guarantor: _____

Date: _____

Name of Guarantor: _____

_____ social security number

Signature of Guarantor: _____

Date: _____