

**DEARBORN LUMBER CO / ALKI LUMBER & HARDWARE**

**CREDIT AGREEMENT**

Please mail, email, or fax to:  
PO BOX 16345, SEATTLE, WA 98116  
PHONE: 206-932-7700 FAX: 206-937-7068  
YVETTE@ALKILUMBER.COM

Company Name (Your account will be set up in this name)

Billing Contact

Parent Company, if applicable

Billing Address

Street Address

City, State, Zip Code

City, State, Zip Code

Phone Fax

Phone Cell

Contractor License # Expiration Date

Fax

Business Started (Month/Year) # of Employees

Email

Trade Reference #1 Phone

How much do you estimate you'll spend at Dearborn Lumber each month?  
(This will help us determine your credit limit)  
About \$ \_\_\_\_\_ per month

Trade Reference #2 Phone

Type of organization: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership\*  
\_\_\_\_\_ LLC \_\_\_\_\_ Sole Proprietor\*

Trade Reference #3 Phone

**\*IF PARTNERSHIP OR SOLE PROPRIETOR, THE ATTACHED PERSONAL GUARANTEE (EXHIBIT A) IS REQUIRED.**

Purchases will be: \_\_\_\_\_ Taxable \_\_\_\_\_ Exempt\*\*  
\_\_\_\_\_ Please check here if you would like to be taxed on consumables.

**Bank Name:** \_\_\_\_\_

**\*\*IF YOUR COMPANY IS EXEMPT, A COPY OF YOUR STATE ISSUED RESELLERS PERMIT IS REQUIRED**

Address: \_\_\_\_\_

**SIGN HERE:** \_\_\_\_\_

Contact Name & Number (to verify account): \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

Approximate Net Worth: \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

For Alki Lumber Office Use Only: APPROVED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
APPROVAL DATE: \_\_\_\_\_ NOTES: \_\_\_\_\_  
APPROVED LIMIT: \_\_\_\_\_

**DEARBORN LUMBER CO.**  
**CREDIT TERMS AND CONDITIONS**

The Creditor requests authority to purchase materials from Dearborn Lumber Co. (Dearborn) on an open account. Dearborn authorizes an open account for the Creditor according to the following terms and conditions and on the representations of the Credit Agreement which is attached hereto.

- 1) **Payment.** All merchandise invoiced prior to and inclusive of the 25<sup>th</sup> day of the month becomes due and payable on or before the 10<sup>th</sup> of the following month (i.e. invoices dated April 26<sup>th</sup> to May 25<sup>th</sup> due June 10<sup>th</sup>). Payment may be made by cash, Visa, Mastercard, American Express, or Discover.
- 2) **Limitations for Damages.** Dearborn is not responsible for consequential or incidental damages and specifically excludes warranties for merchantability and fitness for a particular purpose.
- 3) **Late Charge.** The Creditor will be charged a 2% per month late charge on all past due account balances per month (a minimum \$2.00 per month if balance is less than \$100.00). Dearborn reserves the right to suspend and/or terminate the account at any time.
- 4) **Attorney's Fees.** The defaulting party shall pay the non-defaulting party's attorney's fees and costs incurred as a result of a default of this Agreement.
- 5) **Venue and Law.** Any action between the parties to enforce any of the provisions of this Agreement shall be filed and decided in the Superior Court of King County, State of Washington. The terms of this Agreement shall be construed according to the laws of the State of Washington.
- 6) **Conflict.** The Parties agree that the terms and conditions of this Agreement will prevail over any conflict with the terms of the Purchase Order.

**PERSONAL GUARANTY**

THIS PERSONAL GUARANTY references that Credit Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_(Creditor) and Dearborn Lumber Co. (“Dearborn”).

For VALUE RECEIVED and in consideration for and as an inducement to Creditor, for entering into the Credit Agreement, the undersigned jointly and severally unconditionally guarantee to Dearborn, its successors and assigns, the full performance and observance of all covenants, conditions and agreements of the Credit Agreement to be performed and observed by the Creditor, its successors and assigns.

This Guaranty and the obligations of the undersigned shall not be terminated, affected or impaired by reason of the granting by Dearborn of any indulgences to Creditor or assertion by Dearborn against Creditor of any Dearborn’s rights or remedies under the Credit Agreement, or by the relief of Creditor from any of Creditor's obligations under the Credit Agreement by operation of law or otherwise. The undersigned waives all surety-ship defenses.

This Guaranty shall remain and continue in full force and effect as to any renewal, modification, extension, assignment or transfer of the Credit Agreement, whether or not the undersigned shall have received notice of or consented to the same. The liability of the undersigned under this Guaranty is primary and Dearborn may at its option proceed against all or any of the undersigned without commencing action or obtaining judgment against the Creditor. Any action against the undersigned may be brought in King County, Washington.

Dearborn's waiver or failure to insist on strict performance of any term and condition of the Credit Agreement or to exercise any right or remedy under the Credit Agreement shall not be a waiver or relinquishment of any future or similar term, condition or right. Receipt by Dearborn of payment or other payment with knowledge of a default in any term or condition of the Credit Agreement shall not be a waiver of the default. The undersigned waive notice of default under the Credit Agreement, or notice of other default by Creditor in the terms and conditions of the Credit Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Spouse/Other Sign Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_