

Account #:

ACL:

By:



SECO CONSTRUCTION SUPPLY



Sealant Specialists

John Latta Associates, Inc.

COMMERCIAL CREDIT APPLICATION

Date of Application: _____

Credit Amount Requested: _____

Company Name

DBA (if any)

Mailing Address

City

State

Zip Code

County

Phone Number

Fax Number

Email Address

Physical/Shipping Address

City

State

Zip Code

County

BUSINESS INFORMATION

Check One: Corporation LLC Partnership Proprietorship Other: _____

Date Established _____ If Corporation, Date and State Incorporated _____

How Long at Present Address _____ Rent/Lease Own

Previous Address (if above is less than three years)

Are you taxable?: Yes No If Yes, State Sales Tax Exemption Number _____
(A tax exempt certificate must be attached)

Type of Business (General Contractor, Manufacturer, Retail, etc.)

Contractor Registration (Choose State): Oregon Washington Idaho Other: _____

Name Registered Under

Registration Number

Expiration Date

Other License (Plumbing, Electrical, etc.)

Registration Number

Expiration Date

Application is not complete without all pages and applicant signature. A company credit profile may be submitted with this application. Incomplete applications will not be processed and will be returned to the applicant.

Name and Address of Principal Owner(s) or Partners:

Name	Address	Title

ACCOUNTING INFORMATION

Federal Tax ID #: _____ UBI # (if any): _____

Purchase Order Number Required? Yes No Job Number or Name Required? Yes No

Account Statement Requested? Yes No

TRADE REFERENCES (Please provide information on at least three companies you do business with)

	Company Name	City, State	Phone Number	Fax Number
1.				
2.				
3.				

BANKING REFERENCE (Please provide one banking reference for your company)

Bank Name	Branch	Contact Name	Phone Number
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John Latta Associates, Inc.

539 SE DIVISION PL, STE 2
 6452 S. 144th STREET
 515 SO. 5TH AVE
 5610 E. BROADWAY
 320 W ENTIAT AVE, BLDG E
 218 E. 50TH STREET

PORTLAND, OREGON 97202
 TUKWILLA, WASHINGTON 98168
 YAKIMA, WASHINGTON 98902
 SPOKANE, WASHINGTON 99212
 KENNEWICK, WASHINGTON 99336
 BOISE, IDAHO 83714

503-238-1253
 206-624 4574
 509-248-7900
 509-535-7756
 509-586-1282
 208-323-4978

800-444-8877
 800-333-8877
 800-523-2761
 800-325-1684

FAX 503-231-0162
 FAX 206-624-8509
 FAX 509-453-2094
 FAX 509-535-2459
 FAX 509-586-2416
 FAX 208-323-0807

TERMS & AGREEMENT

I/We hereby apply for open account credit with John Latta Associates, Inc. dba Sealant Specialists or SECO Construction Supply. I/We certify that the above information is true and correct as of the date of this application. If credit is granted, I/We agree to all of the provisions of your Terms of Sale/Credit, a copy of which has been furnished to me/us. In consideration of John Latta Associates, Inc. extending credit to the undersigned Applicant, Applicant agrees to pay for all items delivered at its request, or the request of an employee in accordance with the terms as set forth below and in the attached Terms of Sale/Credit.

All accounts are due and payable at 539 SE Division Place, Suite 2, Portland, OR 97202 –1074 **within thirty (30) days** of invoice date.

Applicant hereby agrees to pay his account in accordance with John Latta Associates, Inc. regular terms and conditions. Applicant further agrees to 1.5% per month (18% per annum) service charge, subject to local laws governing this charge, on balances not paid by the 60th day following the date of purchase. If an attorney or collection agency is employed to enforce this agreement, John Latta Associates, Inc. shall be entitled to attorney and collection fees and costs, irrespective of whether any legal proceeding is commenced. If any legal action, arbitration, or other proceeding is brought (including bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and other costs, both at trial and on appeal. It is understood and agreed by and between the parties that this credit transaction is subject to the provisions of the State and Federal uniform consumer credit codes as they may apply. Applicant agrees that service of process through the Department of Labor and Industries under RCW 18.27 is sufficient notice for personal jurisdiction in any legal action for collection.

As a result of this Application or otherwise, should a credit availability be granted by Seller to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller, and the Applicant shall be bound by all of terms set forth in this Application and payment terms on any invoice. The Seller may terminate or modify any credit availability at any time within its sole discretion without notice.

Applicant verifies that all information provided is completely true. Applicant and the undersigned further authorize John Latta Associates, Inc. to obtain any and all credit and financial information concerning Applicant at any time and from any sources.

Applicant agrees that a facsimile transmission of this Credit Application to John Latta Associates, Inc. that has been signed by Applicant and/or the undersigned shall have the same force and effect as if a signed original is delivered to John Latta Associates, Inc.

Name (Please Print)

Signature of Authorized Agent (REQUIRED)

Title

Date

INDIVIDUAL PERSONAL GUARANTY

Further, in consideration of John Latta Associates, Inc. extending credit to Applicant, the undersigned, does hereby personally, for himself/herself and for his/her marital community, guarantee all charges, administrative and service charges, interest, fees, and other costs, including but not limited to attorneys and collection fees. John Latta Associates, Inc. will rely on this guarantee for payment of future and existing debt. Guarantor agrees that service of process through the Department of Labor and Industries under RCW 18.27 is sufficient notice for personal jurisdiction in any legal action for collection.

The undersigned personal guarantor, an individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit granter, from time to time as may be needed, in the credit evaluation process.

Name (Please Print)

Signature of Individual Guarantor

Date

Social Security Number of Individual Guarantor

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TERMS OF SALE/CREDIT

Terms of Sale: Payment is due net 30 days from invoice date. Please pay by invoice. Remittance address is 539 S.E. Division Place, Suite 2, Portland, OR 97202-1074. Service charges are computed at 1.5% per month (18% per annum) on invoices over 60 days old or more. Purchaser agrees to pay all collection costs incurred by Seller in collecting unpaid amounts, including attorneys fees, witness fees (expert and otherwise) and all out of pocket costs. Any additional or different terms proposed by Buyer are hereby rejected. This includes any terms included on Purchase Order. Minimum purchase amount is \$25.00.

Shipping: Orders for items from inventory will normally be shipped the same day received. Orders are shipped freight collect (our carrier or your carrier). Any delivery date given is just an estimate.

Special handling such as shipment by air may be requested and you will be advised of any additional charges.

Returns: Unopened, undamaged material normally carried in Seller's inventory in resalable condition may be returned for up to 60 days from date of purchase with a 25% restock fee on a freight prepaid basis. Special order items or quantities may not be returned, and/or carry return restrictions or higher restock fee.

Jurisdiction: Purchaser consents to the jurisdiction of the State of Oregon and agrees that Multnomah County, Oregon is a proper venue for any action rising out of the sale of merchandise from Seller to Purchaser. All sales made shall be governed by the substantive laws of the State of Oregon and not by its conflict of law provisions

Security Interest: Purchaser hereby grants to Seller a security interest in all products sold, leased or loaned by Seller to Purchaser, whether now or in the future, to secure payment of the unpaid balance of any invoice (and all charges provided for herein) whether now or hereafter outstanding and Seller shall have all remedies provided for in the Uniform Commercial Code of Oregon. Purchaser agrees that any invoice may be filed as a financing statement in the State of Oregon and in the other states in which Purchaser of the merchandise is located. Purchaser shall be responsible for paying all necessary filing fees.

Disclaimer of Warranties: Purchaser has inspected the product and accepts it AS IS, WHERE IS. Seller explicitly disclaims all warranties or representations except as specifically made herein, including without limitation, any implied warranty of merchantability or implied warranty of fitness for a particular purpose. Any statements made by Seller's representatives are merely statements of opinion or a recitation of the manufacturer's warranty and are not to be construed as warranties of Seller. Neither Seller nor manufacturer has any knowledge or control concerning Purchaser's use of the product.

Disclaimer of Manufacturer's Warranties: Seller has or may deliver to Purchaser written materials such as brochures, advertisements and/or specification sheets. Purchaser acknowledges that any warranties contained therein are not warranties of Seller. Any warranties made by the manufacturer of the product are not those of Seller and Seller is not to be bound thereby. Upon written request, Seller will assign to Purchaser any warranties Seller may have from manufacturer.

12/18/09

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