TAL BUILDING CENTERS

COMMERCIAL CREDIT APPLICATION

BRANCH

PLEASE RETURN TO CREDIT DEPARTMENT:
203 SE Park Plaza Drive,
Suite 250
Vancouver, WA 98684
ar@talbuildingcenters.com

LEGAL/BUSINESS NAME			DESIRED CREDIT LIMIT $		DATE
STREET ADDRESS			MAILING ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
EMAIL			BUSINESS PHONE #		CELL PHONE #

OWNERSHIP	TYPE OF BUSINESS		CONTRACTOR LICENSE #	STATE
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LLC ☐ CORPORATION	TAX ID/ EIN	HOW LONG IN BUSINESS?	BONDING COMPANY	EXP DATE

PLEASE FURNISH THE FOLLOWING INFORMATION ON OFFICERS, PARTNERS, AND/OR GUARANTORS

PRESIDENT/ PARTNER/OWNER			VICE PRESIDENT/ PARTNER/CO-OWNER		
SOCIAL SECURITY #	PHONE #		SOCIAL SECURITY #	PHONE #	
HOME ADDRESS	☐ OWN	☐ RENT	HOME ADDRESS	☐ OWN	☐ RENT
STREET			STREET		
CITY	STATE	ZIP	CITY	STATE	ZIP

ACCOUNTS PAYABLE CONTACT	ACCOUNTS PAYABLE EMAIL	ACCOUNTS PAYABLE PHONE

EMAIL ADDRESS TO SEND STATEMENTS: _____

TRADE REFERENCES	ADDRESS	PHONE #	EMAIL
1			
2			
3			

BANK	ACCOUNT #	BRANCH ADDRESS	PHONE #	EMAIL
1				
2				

THE FOLLOWING NAMES ARE AUTHORIZED TO SIGN ON THIS ACCOUNT

1	3
2	4

PLEASE NOTIFY US IN WRITING WHEN SOMEONE ON THE AUTHORIZED SIGNERS LIST IS NO LONGER AUTHORIZED TO USE THIS ACCOUNT

IT IS AGREED:

1) TAL HOLDINGS LLC dba Tum-A-Lum Lumber's billing period ends on the last day of the month. Account balances are due by the 10th of the month after the billing cycle following purchases. If unpaid by the 10th, the account is considered delinquent.
2) Should this account become delinquent, a LATE CHARGE of 2% per month (24% ANNUAL PERCENTAGE RATE) will be charged on the delinquent amounts.
3) Purchaser agrees to pay collection agency fees not to exceed 35% of unpaid balances, including reasonable attorney's fees and costs incurred to effect collection, with or without suit, including preparation, filing, and foreclosure of any lien.

I/We hereby agree to abide by the foregoing terms and the information provided herein is true and complete, and acknowledge receipt of a completed copy of this application and agreement. Applicant authorizes TAL Holdings LLC to obtain and review commercial and/or consumer credit information, trade references, and bank references to establish and maintain this account.

THIS AGREEMENT MUST BE SIGNED BY OWNER, OFFICER, OR AUTHORIZED REPRESENTATIVES.

THE SECOND PAGE OF THIS IS PART OF THE APPLICATION. PLEASE READ AND ACKNOWLEDGE WITH SIGNATURE.

NAME (PLEASE PRINT)	TITLE	NAME (PLEASE PRINT)	TITLE
SIGNATURE	**DATE**	**SIGNATURE**	**DATE**

BY SUBMITTING THIS APPLICATION, YOU CONSENT TO RECEIVE ACCOUNT-RELATED COMMUNICATIONS ELECTRONICALLY, INCLUDING STATEMENTS, INVOICES, PAYMENT REMINDERS, NOTICES, ACCOUNT UPDATES, AND OTHER ACCOUNT-RELATED COMMUNICATIONS.

PLEASE ATTACH A COPY OF YOUR TAX EXEMPT FORM.

TAL HOLDINGS LLC
COMMERCIAL CREDIT SALES POLICY

All terms and conditions from the front of this application apply equally and are incorporated in the Credit Sales Policy.

1) Signature by you or your authorized representative on the invoice is presumed to establish your acceptance of the terms and conditions set forth herein, without exception, and to your agreement to comply with said terms.

2) TAL HOLDINGS LLC reserves the right to change its' billing cycle upon 30-days written notice.

3) Past due balances are assessed a LATE CHARGE as indicated, or up to the maximum rate allowed by law at TAL HOLDINGS LLC's discretion. This LATE CHARGE will be assessed on all delinquent accounts, subject to a minimum charge of $2.00.

4) Applicant(s) agrees to provide suitable access to all points of delivery for TAL HOLDINGS LLC. TAL HOLDINGS LLC shall not be liable for any delivery made beyond dedicated public roads, including without limitation beyond the curb line, and in no event shall TAL HOLDINGS LLC be liable for any damage to the goods or real or personal property.

5) This agreement may be executed and transmitted to TAL HOLDINGS LLC by facsimile machine and the facsimile so transmitted to TAL HOLDINGS LLC shall be deemed an original and shall be binding upon the Applicant(s) upon receipt by TAL HOLDINGS LLC.

6) Regardless of any prior or contemporaneous agreements, this Agreement amends and modifies any and all of said prior or contemporaneous agreements and contains the entire agreement between the parties and cannot be changed or terminated orally.

7) The terms of this agreement take precedence over any terms and conditions set forth in Applicant(s) purchase order or other similar document, or any other agreement Applicant(s), whether now existing or arising at any time in the future, and to the extent of any conflict this agreement shall control.

8) Only the Credit Manager of TAL HOLDINGS LLC is authorized to modify any terms of this Agreement. All modifications must be in writing.

9) In case of any default in relation to this Agreement, Applicant(s) shall pay TAL HOLDINGS LLC's reasonable attorney fees and costs, even if no action is filed. If an action is filed, Applicant(s) shall pay TAL HOLDINGS LLC's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), for any court annexed arbitration, on any appeal and on denial of any petition for review. Jurisdiction for any action may, at the sole option of TAL HOLDINGS LLC be the courts of the state of Washington with venue in Clark County, Washington. Applicant(s) consent to such jurisdiction and venue. This Agreement shall be governed by and construed in accordance with law of principal state of delivery or the goods to Applicant(s) without resort to its principles on conflict of laws.

10) Credit card payments processed in-store, over the phone, or through ToolBx are subject to a 3% surcharge. ACH, cash, and check payments are not subject to a surcharge. Returned ACH payments, dishonored checks, declined electronic payments, or chargebacks will be assessed a $35 returned payment fee, plus any additional bank fees incurred by TAL Holdings LLC.

PERSONAL GUARANTEE

In consideration of TAL HOLDINGS LLC dba Tum-A-Lum Lumber extending credit to the account of: _____
BUSINESS NAME

a ☐ **Corporation** ☐ **Limited Liability Company**, hereinafter called COMPANY, under terms whereby invoiced amounts shall be paid to TAL HOLDINGS LLC by the 10th of the month after the end of the billing cycle following purchases, the undersigned hereby unconditionally guarantees the payment of any bills incurred by COMPANY with TAL HOLDINGS LLC for the purchases of goods and materials on credit. The undersigned further guarantees that all payments for goods sold on credit will be promptly paid, and in the event of COMPANY's default, the undersigned further agrees to pay all collection charges, expenses, attorney's fees prior to and at trial and on any appeal, and court costs incurred by TAL HOLDINGS LLC in collecting from COMPANY the purchase price of goods and materials sold and/or in enforcing this agreement against the undersigned.

The undersigned agrees that TAL HOLDINGS LLC and COMPANY may settle or compromise any sum to become due between them as they see fit without releasing the undersigned from the liability under this guarantee.

It is understood that this agreement shall terminate on either of the following conditions occurring:

1) When TAL HOLDINGS LLC by written document advises the undersigned that this agreement is terminated and that the undersigned is discharged from any further liability.

2) When COMPANY's account with TAL HOLDINGS LLC is paid in full and the undersigned advises TAL HOLDINGS LLC in writing that he/she will no longer guarantee further extensions of credit from TAL HOLDINGS LLC to COMPANY.

Dated this _____ day of _____, 20____

GUARANTOR (PLEASE PRINT)	**GUARANTOR** (PLEASE PRINT)
SIGNATURE	**SIGNATURE**