

Credit Application and Agreement

You may use Adobe Acrobat to fill in these fields and then print the form.



Golden Protective Services
PO Box 7746
2895 Valpak Rd NE
Salem OR 97303

BACKGROUND INFORMATION:

1. Applicant Account Name: _____
2. Principal(s) name(s) and title(s)

3. Telephone (_____) Fax (_____)
4. Street Address _____
5. Mailing Address: _____
6. Applicant is: Corporation () Partnership () Individual () Sole Proprietorship () Other ()
7. Tax Identification Number: _____.
8. Has the Applicant or any of its principals, officers, partners or owners filed for bankruptcy?
Yes () When and what type _____ No ().
9. Has the Applicant, its principals, officers, partners or owners ever done business with Golden Protective Services Inc.?
Yes () No () If yes, list the account name(s):

10. Applicant expects its 20 day credit limit from Golden Protective Services Inc. to be: \$ _____, but we understand that this does not require Golden Protective Services Inc. to extend this amount of credit, nor does it limit any liability to Golden Protective Services Inc..
11. Banks where Applicant maintains accounts: List Name, Branch, Account Number, Address, Phone number and contact person:

12. List four trade references: Name, Contact, Address, Phone and Fax #
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____

Payment Terms:

- a) Unless other terms are agreed to in advance by Golden Protective Services Inc., Applicant agrees to pay Golden Protective Services Inc. in full within 20 days from the date of the invoice. Applicant agrees to pay Golden Protective Services Inc. late payment charge of 1.5% per month on all amounts not paid when due. Payment occurs when funds are physically received by Golden Protective Services Inc. not when Applicant deposits funds in the mail.
- b) If Applicant's credit shall at any time, in the judgment of Golden Protective Services Inc. become impaired, Golden Protective Services Inc. shall have the right to declare all of Applicant's account(s) immediately due and payable, place accounts on a cash basis, terminate any unfilled orders or discontinue any deliveries until Applicant makes all past-due payments and provides Golden Protective Services Inc. with adequate assurance of Applicant's creditworthiness.
- c) If Applicant fails to make payments to Golden Protective Services Inc. as required by paragraph a), Golden Protective Services Inc. shall have the right to declare all of Applicant's accounts immediately due and payable.
- d) Golden Protective Services Inc. will not be deemed to have waived its right to timely performance by accepting late payments.
- e) Any changes in Applicant's business structure shall not affect Applicant's obligations under this agreement unless Golden Protective Services Inc. agrees otherwise in writing. Applicant cannot transfer or assign the account relationship without Golden Protective Services Inc. prior written consent.
- f) In case that it becomes necessary for Golden Protective Services Inc. to enforce its rights under this agreement, Applicant agrees to pay Golden Protective Services Inc. reasonable attorney fees and costs pertaining to litigation, arbitration, mediation, or other dispute resolution process in any forum, including appeals, bankruptcy proceedings, and proceedings to execute on a judgment, and even if no action is filed. Jurisdiction for any action may, at the option of Golden Protective Services Inc. be the courts of the state of Oregon and Applicant consents to such jurisdiction.

Delivery Terms:

- a) Applicant shall provide Golden Protective Services Inc. with notice of non-conforming goods within 72 hours of delivery. Applicant's sole and exclusive remedy is return and replacement for the non-conforming goods or cancel and return the non-conforming goods.
- b) Applicant agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Golden Protective Services Inc. for delivery, non-delivery, sale, or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort; and the Applicant's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.

NOTE: Golden Protective Services Inc. may contact any banks and trade references and make other credit inquiries it deems necessary and applicant authorizes the release of information to Golden Protective Services Inc. Applicant understands that this form is an application and Golden Protective Services Inc. is not obligated to extend credit until it approves Applicant's account.

Signer warrants that he or she has authority to bind Applicant, that on behalf of Applicant the information provided in this application is complete and accurate, and that Applicant agrees to the terms set forth above.

Signed this ____ day of _____, _____
By _____

Signed this ____ day of _____, _____
By _____

Signature

Signature

Printed Name

Printed Name

Position with Applicant

Position with Applicant