



COWDEN GRAVEL & READY MIX

Application for Credit – Personal (Non-Business Entities)

GENERAL PERSONAL INFORMATION

Applicant		Address City, State ZIP Code	
Phone		Have you ever filed bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fax		Would you like to receive invoices and statements via email?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email		Amount of credit requested	

FINANCIAL INFORMATION

Social Security Number		Name of bank providing financing	
Bank phone		Loan officer	

Applicant acknowledges that this information has been submitted with the knowledge that it will be relied upon in extending credit to the Applicant. Applicant certifies that all information presented on this application is true and correct. It is understood that this credit application in no way obligates Cowden Inc. to extend credit to Applicant.

By signature(s) below, Applicant understands that Cowden Inc. will make the usual credit investigation of Applicant, and authorizes credit reporting agencies and Applicant's bank to release information necessary for extending credit.

Terms of Sale: May vary, but unless otherwise stated, are as follows: Invoice copies will be mailed periodically, with a Statement of Account mailed at the end of each month. Payment is due in full by the 10th of the month. If payment is not received by the last working day of the month, a late charge of 1-1/2% per month will be accessed and applied to the account. Any account past due is subject to be placed on C.O.D. basis. Quotes are valid for 30 days from the posted date. Confirmed orders which are cancelled within two (2) hours of scheduled time are subject to a cancellation fee of up to 100% of the order amount.

In consideration of Cowden Inc. granting credit, Applicant agrees that as to any controversy arising out of or in any way relating to this Agreement or extension of credit by Cowden Inc. to Applicant Cowden Inc. shall have the sole discretion to elect to have the matter resolved in either arbitration, or through litigation. In the event Cowden Inc. elects to have the matter resolved in arbitration, such arbitration shall be conducted in Whatcom County, Washington, pursuant to the rules set forth in Chapter 7.04A RCW. In the event Cowden Inc. shall in its sole discretion, elect to have any controversy arising out of or related to this Agreement resolved in litigation, any suit relating to any such controversy shall be brought in Whatcom County, Washington, and Applicant agrees that venue is proper in such County. This Agreement and any extension of credit shall be construed according to the laws of the State of Washington.

In any dispute arising out of this Agreement or the extension of credit by Cowden Inc. to Applicant, or in an action by Cowden Inc. to enforce its rights to collection for products, services, or both, sold to Applicant on credit, subsequent or prior to the date hereof, the prevailing party shall be entitled to collect its costs and reasonable attorney fees.

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Guaranty:

For the purpose of inducing extension of credit or of inducing temporary forbearance from collection of accounts for monies due at the time hereof from the person(s) applying for credit, listed herein above, the undersigned hereby absolutely and unconditionally personally guarantees, on a continuing basis, the performance of the person(s) applying for credit herein, and to whom credit is extended including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand, or pursuit of remedies against the party primarily liable. This guarantee shall continue in effect even in the event that Applicant shall incorporate, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned hereby further agrees to indemnify and save Cowden Inc. harmless from any loss, damage, and expense caused by or arising out of any default on the part of such person in making payment of any part or all of such sums and in the event of such default agrees, upon demand, to pay Cowden Inc. the amount of any such loss, damage, and expense. The undersigned further agrees to pay all reasonable costs, expenses, and attorney fees incurred in the enforcement to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representatives of the undersigned.

This Guaranty shall be governed by the laws of the State of Washington and venue shall be in Whatcom County, at the sole discretion of Cowden Inc.

SIGNATURES

Signature / date		Signature / date	
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CHECK BOX TO HAVE AN ACCOUNT ESTABLISHED WITH NORTH PACIFIC CONCRETE PUMPING, INC. BY DOING SO, ALL TERMS AND GUARANTIES WILL BE LEGALLY BINDING UNDER THE EXTENSION OF CREDIT BY BOTH COMPANIES.

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