

## INDIVIDUAL CREDIT APPLICATION

### OFFICE USE ONLY

Account Number \_\_\_\_\_ Customer Type/PB \_\_\_\_\_

Open Item  Balance Forward  Limit/Approved By \_\_\_\_\_

Date \_\_\_\_\_

Joint  Individual  Maximum Amount of Credit Applying For \$ \_\_\_\_\_

Type of Project \_\_\_\_\_

Name \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mailing Address \_\_\_\_\_ Birth Date \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long? \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Previous Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long? \_\_\_\_\_

**Place of Employment** \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Gross Wage \$ \_\_\_\_\_ How Long? \_\_\_\_\_

Previous Employment \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Gross Wage \$ \_\_\_\_\_ How Long? \_\_\_\_\_

**Spouse's Name** \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Place of Employment \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Gross Wage \$ \_\_\_\_\_ How Long? \_\_\_\_\_

Previous Employment \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Position \_\_\_\_\_ Gross Wage \$ \_\_\_\_\_ How Long? \_\_\_\_\_

Other Income \_\_\_\_\_ Monthly Amount \$ \_\_\_\_\_

Dependents \_\_\_\_\_ Residence: Do You Own  Rent  Live With Parents

**Bank References**

Name \_\_\_\_\_ Phone \_\_\_\_\_ City \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ City \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Account: Checking  Savings  Personal  Auto  Real Estate

Checking Acct. # \_\_\_\_\_ Savings Acct. # \_\_\_\_\_

**Credit References**

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**Additional Persons Authorized to Charge**

\_\_\_\_\_  
\_\_\_\_\_

**YOUR ACCOUNT WILL BE DUE IN FULL BY THE TENTH OF THE MONTH FOLLOWING THE INVOICE DATE**

**Shortages and Returned Merchandise**

Claims for shortage must be made at the time of delivery. No merchandise will be accepted for credit or exchange after 30 days from the date of the invoice. All returned merchandise may be subject to a 15% restocking charge, cartage to the yard, and must be in original condition. Special order merchandise may not be returned.

I/We certify that the above information is true and correct and I/we agree to pay this account in accordance with your credit terms attached. I/We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency.

NOTE: I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING TERMS OF SALE AND ATTACHED CHARGE ACCOUNT AGREEMENT.

X \_\_\_\_\_ Date \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

**Bayview**<sup>TM</sup>

Building Materials

620 E YOUNG - P.O. BOX 1243 – ELMA, WA 98541  
PHONE 360-482-3811 or 360-249-3811 FAX 360-482-4901  
IN STATE WATTS 1-800-543-9516 – OUT OF STATE WATTS 1-800-345-9516

## **CHARGE ACCOUNT AGREEMENT**

**GENERAL:** The following are terms and conditions of every charge account agreement with this business. This is not a retail installment credit agreement nor is it intended to create a revolving credit account. **Your account will always be due in full by the 10<sup>th</sup> of the month following each invoice date.** Each person signing the agreement executes it as a principal and/or guarantor and not as a surety. In this Agreement, the words “you” and “yours” refers to any business and all persons named on the credit application and any person using this account with your express or implied permission and any person signing as guarantor, and the words “we”, “us” and “our” refers to this company which is extending credit to you.

**ACCEPTANCE OF AGREEMENT:** This Agreement is not binding until accepted by us. Your use of this account and any charges made by you or an authorized user means you accept this agreement and all of its terms and conditions.

**PROMISE TO PAY:** You agree to pay in U.S. Dollars for all purchases, finance charges, late fees, over-limit fees, return check charges, or any other charges or fees incurred by you. Payment shall be applied to the unpaid charges and fees and thereafter to payment of the unpaid balance of each item in the order of its purchase.

**OTHER CHARGES:** In addition to your principal balance, you agree to pay:

1. Delinquent interest at the rate of 18% APR or 1.5% monthly percentage rate on any balance not paid by the 10<sup>th</sup> of the month following the invoice date.
2. Because credit card charges are imposed on Bayview which significantly decrease its profit margin on any sale, you will be assessed a 3% surcharge on any portion of your account paid with a credit card. You may avoid the service charge on any purchase by using your credit card at the time of purchase rather than deferring payment through this charge account.
3. A late payment fee in the amount of \$15.00 if you don't pay your balance when due.
4. A bad check charge in the amount of \$20.00 if you make payment with a check that is dishonored or returned for insufficient funds.
5. An over the credit limit fee of \$15.00 if you make purchases which cause your balance to exceed your credit limit.
6. Reasonable attorney fees and costs in the event it becomes necessary to hire an attorney to collect your delinquent account.

**CREDIT LINE:** You agree that we may establish a credit line (limit) for your convenience and your credit purchases, at any one time, will not exceed the amount of your credit line established by us. You will be advised of your credit limit when your account is approved. You agree that we may terminate or reduce your credit limit at any time based upon our evaluation of changes in your credit capacity and your performance under this account. In the event of termination, all outstanding balances will continue to accrue other applicable charges until paid in full.

**SECURITY:** You are giving us and we are retaining a purchase money security interest under the Uniform Commercial Code in the goods being purchased under this Agreement until the debt for the goods is paid in full. This permits us, under certain circumstances as provided by law, to take back, or repossess, the goods if you do not pay for them under the terms of this Agreement. Additionally, if materials purchased by you are used to improve the property of another, we reserve the right to notify the owner of such property that if you fail to pay we have the right to enforce a claim for payment against the owner's property through a construction lien and lien the property if necessary.

**DEFAULT:** The following are events of default under this Agreement.

1. You do not pay any payment when due. You make any false or misleading statement on your credit application or fail to supply us with updated financial information within 30 days of our request.
2. You file for bankruptcy or are declared bankrupt.
3. Any natural person guaranteeing payment of this Agreement dies or serves written notice upon us of his intent to terminate his guarantee.
4. There is an event that occurs, which in our reasonable discretion causes the prospect of payment by you to be significantly impaired.
5. The goods securing this Agreement are lost or destroyed.
6. You breach any other terms of this Agreement.

In the event of default, the entire unpaid balance will be due immediately and we may start a lawsuit for collection of the balance, if necessary, subject to any notice and right to cure required by state law. You agree to pay reasonable attorney fees and cost if your account is referred for collection to an attorney. We also reserve our rights and remedies, which shall not be mutually exclusive with any other remedy, pertaining to the repossession and resale of goods as provided under applicable law. We agree to pay you a surplus, if any, resulting from the resale of repossessed goods and you agree to pay us a deficiency, if any, when permitted by law.

**RIGHT OF SETOFF:** As additional security for payment, you give to us a contractual possessory security interest in and a right of setoff against and you hereby assign, convey, deliver, pledge and transfer to us, all right, title and interest in and to all deposits, monies, securities and other property of yours now or hereafter in our possession or on deposit with us whether held in a general or special account of deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to you.

**CHANGES IN TERMS:** You agree that we may change the existing charges, fees and other terms of this Agreement, as well as introduce new terms, provided you are given 30 days written notice in advance of the effective date of the change as required under applicable law. Any such amendments will apply to the then existing balance of your account.

**CREDIT INVESTIGATION:** You give us the right to investigate your business and/or your personal credit capacity and credit history. You authorize us to furnish information about the account and yourself to credit reporting agencies and others who may lawfully receive the information including our affiliates. Upon request, you agree to promptly give us accurate business and personal financial statements.

**LIABILITY FOR UNAUTHORIZED USE:** You agree that this Agreement controls all purchases made on this account from us to you or to any authorized user. You must promptly notify us in writing of any unauthorized use of this account. You agree to promptly review your statement and notify us, in writing of any errors or unauthorized purchases which are contained in the statement. If you do not notify us, in writing, of an error or unauthorized purchase within 30 days of receipt of the statement on which the information is contained, the statement will be presumed to be correct and all purchases contained on the statement will be presumed to be authorized.

**CANCELLATION OF ACCOUNT:** We and you have the right to cancel this Agreement/Account, as it relates to future purchases, at any time without default. You, of course, remain obligated to pay for all purchases made prior to cancellation and the security interest and guarantees on goods previously purchased under this Agreement continue in full force and effect.

**ASSIGNMENT:** You agree that we may sell, assign or transfer our rights to your account without written notice. You may not sell, assign or transfer your rights under this Agreement without our prior written consent.

**COUNTERPARTS, FACSIMILE AND ELECTRONIC MEDIA:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile transmission or any electronic transmission of the Agreement shall be the same as signature and delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

**NATURE OF GUARANTEE:** Any guarantor's liability under this Agreement shall be open and continuous for so long as this guarantee remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due of all indebtedness. Accordingly, no payments made upon the indebtedness will discharge or diminish the continuing liability of guarantor in connection with any remaining portions of the indebtedness or any of the indebtedness which subsequently arises or is thereafter incurred or contracted. Any married person who signs this guarantee as the guarantor hereby expressly agrees that recourse under this Agreement may be had against both his or her separate property and community property as well as the community property of his or her spouse, whether now owned or hereafter acquired. If guarantor elects to revoke this guarantee, guarantor may do so in writing. Guarantor's written revocation of this guarantee will apply only to new indebtedness created after actual receipt by us of guarantor's written revocation. This guarantee will continue to bind guarantor for all indebtedness incurred on this account prior to receipt of guarantor's written revocation. Release of any other guarantor or termination of any other guarantee of the indebtedness shall not affect the liability of any other guarantor under this guarantee. A revocation received by us from any one or more guarantors shall not affect the liability of any remaining guarantors.

**MISCELLANEOUS:** This is our entire Agreement and no oral changes can be made. This Agreement is governed by the laws of the state of Washington and venue of any dispute is placed in Grays Harbor County, Washington. We and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either of us. If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**SHORTAGES AND RETURNED MERCHANDISE:** Claims for shortage must be made at the time of delivery. No merchandise will be accepted for credit or exchange after 30 days from the date of the invoice. All returned merchandise may be subject to a 15% restocking charge, cartage to the yard, and must be in original condition. Special order merchandise may not be returned.

---

**DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU HAVE READ ALL OF THE ABOVE TERMS AND CONDITIONS WHICH AFFECT YOUR LEGAL RIGHTS. BY SIGNING IN ANY CAPACITY YOU AND YOUR SPOUSE, IF ANY, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. ANY PERSON SIGNING THIS AGREEMENT ATTESTS THAT HE OR SHE HAS BEEN GIVEN THE PROPER AUTHORITY, IF NECESSARY, TO SIGN AND BIND NOT ONLY HIMSELF, HIS SPOUSE, IF ANY, BUT ALSO THE ENTITY ON WHO'S BEHALF HE HAS SIGNED. IF THE ENTITY NAMED ON THE ACCOUNT IS A PARTNERSHIP OR CORPORATION, ALL PARTNERS AND OFFICERS MUST SIGN ON BEHALF OF THAT ENTITY AND HEREBY ACKNOWLEDGE THAT THEIR SIGNATURES ARE GIVEN ON BEHALF OF CORPORATION, INDIVIDUALLY, AND AS GUARANTORS FOR THE CORPORATION.**

SIGNATURE

TITLE

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## RELEASE OF CLAIMS

I have asked Bayview to provide me with a takeoff and/or estimate for materials involved in a construction project. I am not paying Bayview anything for preparing the takeoff and/or estimate, and I understand that I have no obligation to buy any materials from Bayview just because I have asked for a takeoff and/or estimate. I also understand that as the person ultimately responsible for the project, I am most familiar with it and therefore in the best position to make the final determination regarding the materials necessary for the project. Therefore, in consideration of Bayview Building Materials providing me with a no charge takeoff or estimate, I agree as follows:

1. I understand that a takeoff is only one tool to assist me in estimating the materials and cost of my project. I realize that it is not a promise on the part of Bayview to sell me all the materials for my job for a fixed lump sum price. I realize that the term "estimate" does not mean a fixed and firm figure, but rather a rough approximation.
2. I understand that it is possible that a mistake may be made in the course of the preparation of the takeoff and/or estimate and I assume the ultimate responsibility for checking the takeoff/estimate to ensure that it's accurate with respect to the estimated volumes or prices associated with my project. I assume the ultimate responsibility for checking the work to ensure that it is accurate.
3. Because of the issues discussed above, I understand that no matter what I may be told, the takeoff and/or estimate is not intended as a document to be offered to any lender or any third party when estimating the expense of the project. I realize that I rely upon the takeoff and/or estimate at my own risk and that I alone have responsibility for determining the expenses associated with the project.
4. For all of the reasons set forth above, I agree that I will release Bayview Building Materials from any claims in any way arising out of the preparation of a takeoff and/or estimate at my request.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Customer

ELECTRONIC BILLING SIGN UP FORM

Date: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

\_\_\_\_\_

Office use

Received by: \_\_\_\_\_

Date: \_\_\_\_\_