

IMPORTANT: PLEASE READ THE INFORMATION BELOW

COMMERCIAL CREDIT APPLICATION

CORLISS RESOURCES, INC.

PO BOX 487

SUMNER, WA 98390

PHONE: 253-826-8014      FAX: 253-826-8011

3-7 Day Processing

Listed below are a few requirements that need to be met for business credit processing to begin or application will be denied and not processed:

- We do not do personal accounts or construction loan accounts;
- Application needs to be filled out as completely and accurately as possible;
- You must be a business to apply;  
COMPANY MUST BE IN BUSINESS FOR A MINIMUM OF 1 FULL YEAR;  
verification of time in business will be verified through various State of Washington Resources
- *If a contractor/business must be registered with the State of Washington, it is required you have and maintain current insurance and bond (verified through Labor & Industries) and a current business license with the Washington State Department of Revenue;*
- Please list at least 4 trade reference (not personal references, credit card companies, loans, or COD accounts) that your company has an active credit card account with showing a payment history of a minimum of 1 year.
- The Account Agreement and Personal Guarantee need to be signed;
- If using a Reseller Permit, please send a copy;
- If needing credit over \$25,000.00, a company financial statement is needed.
- While the application is being processed use of COD payment for orders by credit card, cash, or check will need to be utilized until credit fully processed and approved; order tickets and/or invoices prior to credit approval will not be held until credit account is open as there is no guarantee of approval
  
- A "RUSH" is not available for processing time – please do not request

FILLING OUT A CREDIT APPLICATION DOES NOT GUARANTEE CREDIT WILL BE APPROVED. Along with references given, Credit Bureaus, County public records, WA State Courts and other available resources are used in the credit process to verify creditworthiness.

Corliss Resources exercises its rights to lien, use of bond suit or other legal means to collect money owed.

**CORLISS RESOURCES, INC.**

PO Box 487, Sumner, Washington 98390  
Phone: 253-826-8014 Fax: 253-826-8011

**COMMERCIAL CREDIT APPLICATION**

3-7 day processing

LEGAL BUSINESS NAME: \_\_\_\_\_

(Please list all Trade Names, DBA's, Divisions or Subsidiaries - use additional lines if necessary)

BUSINESS TYPE:      SOLE PROPRIETOR      CORPORATION      PARTNERSHIP      LLC

BUSINESS STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**OWNER(S) NAME(S), HOME STREET ADDRESS, HOME PHONE - List all owners/members/partners**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
%Ownership: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
%Ownership: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
%Ownership: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

HOW LONG IN BUSINESS: \_\_\_\_\_

CONTRACTOR's LICENSE#: \_\_\_\_\_

SALES TAX RESELLER PERMIT:    YES    NO    (If yes, please send copy)

SALES TAX/UBI#: \_\_\_\_\_ FEDERAL ID#: \_\_\_\_\_

CREDIT LIMIT REQUESTED (not guaranteed): \$ \_\_\_\_\_

BONDING COMPANY: \_\_\_\_\_

BUSINESS BANK & BRANCH: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PERSONAL BANK & BRANCH: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

**I hereby authorize bank(s) named above to release information requested for the purpose of obtaining and/or reviewing credit.**

Have you or any other owner or officer ever done business with Corliss Resources, Inc? \_\_\_\_\_

If yes, when? \_\_\_\_\_

Under what name(s): \_\_\_\_\_

Within the past 7 (seven) years, have you or any other owner or officer declared personal or business bankruptcy or otherwise sought the protection of the bankruptcy code?: \_\_\_\_\_

If yes, state when, where and the name in which the petition was filed: \_\_\_\_\_

Does your business have any past due account payable?: \_\_\_\_\_

Does your business have any notes or other indebtedness past due or past maturity?: \_\_\_\_\_

If yes, explain: \_\_\_\_\_

**TRADE REFERENCES** (PLEASE FILL OUT 4 REFERENCES -NO PERSONAL, CREDIT CARD OR COD ACCOUNTS)  
MUST BE CREDIT ACCOUNTS SHOWING A PAYMENT HISTORY OF AT LEAST 1 YEAR

NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCT #: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCT #: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCT #: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCT #: \_\_\_\_\_

## ACCOUNT AGREEMENT

Customer warrants the above information to be true and accurate. Customer applies to CORLISS RESOURCES, INC ("Corliss") for the right to make commercial purchases on an open account basis. Customer hereby agrees that if credit is, or has been extended, all purchases made from Corliss are subject to the following terms and conditions:

1. To assist Corliss in making any credit decision at any time, Customer, Customer's main principals and Guarantor(s) authorize Corliss to from time to time inquire into and obtain from any bank, lending institution, credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to Customer's credit worthiness or financial condition and/or Customer's principals' personal credit worthiness or financial condition and/or Guarantor's personal credit worthiness or financial condition. Customer understands that Corliss may report Customer's performance under the terms of the Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which Corliss has the right to lien. Customer agrees to release, indemnify, defend and hold harmless Corliss and its employees or agents for any and all liability or claims resulting from the periodic credit inquiry or reporting effort.

2. Unless otherwise agreed to in writing, payments are due and payable on the tenth (10th) of the month following purchase. Corliss reserves the right to suspend Customer's account privileges and/or terminate Customer's account if the account falls thirty (30) days past-due.

3. Corliss reserves the right at any time to suspend credit, change the credit terms, or demand adequate security from Customer when, in Corliss's sole opinion, the financial condition of Customer so warrants. In the event any billing is not paid when due, payment thereafter, regardless of prior terms and conditions, will become immediately due and owing. Acceptance by Corliss of less than full payment shall not be construed as a waiver of Corliss's rights hereunder or at law. Payments received by Corliss may be applied to such portion(s) of Customer's unpaid account as Corliss deems appropriate. Customer agrees that any line of credit desired or approved is not a limitation of liability, and Customer further agrees that it will be responsible for valid charges in excess of a line of credit wither desired or approved.

**4. For all goods or materials sold, CORLISS EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no circumstance shall Corliss be liable for SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES of Customer or claims of any third party against Customer. All claims of Customer relating to alleged (1) quantity or shipping errors; or (2) defective goods or materials shall be WAIVED by Customer unless made in writing to Corliss within TEN (10) days after delivery (or Customer pickup) of the goods or materials. All claims of Customer relating to alleged pricing errors shall be WAIVED by Customer unless made in writing to Corliss within TEN (10) days after receipt of Corliss's Invoice. Customer expressly and knowingly WAIVES the right to a JURY TRIAL on any issues relating to this Account Agreement.**

5. Corliss is not a lending institution; this is not a revolving account. A service charge (or delinquent charge) will be assessed on past due amounts at the Annual Percentage Rate of twenty-two percent (22%) (1.833% pre month) or at the highest rate authorized by law which shall accrue from the date payment is due until paid. Corliss may retain an attorney or collection agency for collection purposes; Customer shall pay all attorney's fees, collection agency fees, collection costs, expenses and court costs, including, but not limited to, post judgement attorneys' fees and costs, whether or not suit is initiated incurred by Corliss. The validity, effect, interpretation and performance of this Account Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit may be laid at Pierce County or King county, Washington at Corliss's discretion. Corliss will assess a \$35.00 "NSF" check fee on all returned checks. Customer understands that the fact that a service charge will be imposed does not authorize payment of the account to be made in installments or in any other manner than provided herein.

6. Customer agrees to notify Corliss, in writing, thirty (30) days prior to any change in the ownership or business structure of Customer and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. Corliss may, regardless of the terms herein or an any invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owners' credit, which approval shall be at Corliss's sole discretion.

7. This Account Agreement supersedes and replaces all prior written and oral agreements, representations and understandings between Corliss and Customer. In the event of any conflict between the language of this Account Agreement and the language of an Invoice, the language of the Account Agreement shall control. No terms or conditions of Customer's purchase orders different from the terms of this Account Agreement will become part of any agreement between the parties unless specifically approved in writing by Corliss. The terms of this Account Agreements are severable and the invalidity or illegality of any term shall not affect the others. The parties hereto agree that the sales(s) references herein are commercial sale(s). This Account Agreement may be executed in counterparts each of which will constitute an original but all of which will constitute one and the same instrument; a faxed or photocopied Account Agreement shall be as valid as the original.

8. Customer agrees that all sales are final. Any returned materials or goods which Corliss elects to accept may be subject to a restocking charge. Corliss will not accept returned special ordered (non-stock) materials or goods. Corliss will not accept damaged materials or goods.

9. If Customer's application for business credit is denied, it has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Corliss's Credit Manager within 60 days from the date Customer is notified of Corliss's decision. Corliss will send Customer a written statement of reasons for denial within 30 days of receiving the request for statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

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.

**I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED ABOVE.**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PERSONAL GUARANTEE**

(Each Corporate Officer, Member or Partner must sign)

This Personal Guarantee is made by the undersigned to Corliss Resources, Inc ("Corliss") in order to induce Corliss to extend credit for the sale of goods and/or materials to Customer.

I/we hereby absolutely and personally guarantee to Corliss the prompt and full payment of ALL amounts, obligations and indebtedness due to Corliss from Customer. This Personal Guarantee further extends to, and guaranties prompt and full payment of all service charges, interest, expenses, collection costs, collection agency fees, attorney;s fees and post-judgement costs and attorneys' fees incurred by Corliss by reason of default of Customer and/or default of guarantor(s). This Personal Guarantee is a continuing, primary and unconditional personal obligation and covers all existing and future obligations and indebtedness of Customer to Corliss. I/we hereby waive notice of default, non-payment and notice thereof. I/we consent, and therefore this Personal Guarantee applies, to any modification or renewal of Customer's agreement with Corliss hereby guaranteed. If more than one person signs below, each signor is a Guarantor hereunder and agrees to be jointly and severally liable herein. The release of one Guarantor's liability will not affect the liability of another Guarantor. This Personal Guarantee may be executed in counterparts each of which will constitute one and the same instrument; a faxed or photocopied Personal Guarantee shall be as valid as the original.

This Personal Guarantee remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of Customer. This Personal Guarantee shall be binding on my/our heirs, executors, personal representatives and assigns. I/we waive any rights I/we may have to require Corliss to proceed against Customer or pursue any other remedy prior to enforcing this Personal Guarantee. I/we warrant that the waivers above are made with my/our full knowledge and careful consideration and are reasonable and not contrary to public policy or law. The validity, effect, interpretation and performance of this Personal Guarantee shall be governed by the laws of the State of Washington. At Corliss discretion, venue for any lawsuit may be laid in Pierce County or King County, Washington. To assist Corliss in making any credit decision, I/we authorize Corliss to from time to time inquire into and obtain from any bank, lending institution, consumer credit reporting agency or other reference, whether or not listed in he above Credit Application, any and all information relating to my/our personal credit worthiness or financial condition consistent with the Federal Fair Credit Reporting Act.

DATE: \_\_\_\_\_

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_  
(signed in my individual capacity)

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_  
(signed in my individual capacity)

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_  
(signed in my individual capacity)

Signed: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_  
(signed in my individual capacity)