



Remember...A Square Deal or No Deal

SQUARE DEAL LUMBER CO.
4992 E. Main Street • Springfield, Oregon 97478
(541) 746-2576 • FAX (541) 746-2579

CONTRACT FOR EXTENSION OF CREDIT AND TERMS OF SALE
(Read Carefully)

_____, credit applicant, hereby supplies the following accurate information to Square Deal Lumber Co., an Oregon corporation for the purpose of requesting the establishment of a credit account. The undersigned hereby certifies that the following information is accurate and complete.

Date: _____
Name of credit applicant: _____ Social Security #: (if individual) _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone #: _____
FAX #: _____
Credit card #: _____ Exp. date: _____ VISA MASTERCARD DISCOVER (circle one)

Business name: (if applicable) _____ Type of Business: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ FAX #: _____
Please check the form of business: (check one)
Partnership Limited Liability Company Federal Tax ID #: _____
Corporation Sole Proprietorship
Individual
Owners and officers of business: _____ Authorized signers: _____

Credit applicant's
Bank and branch: _____
Bank account #: _____
Bank mailing address: _____
Bank telephone #: _____
Contractor license number: _____
Credit applicant's principal trade references:
Name Address Phone # Current Unpaid Balance
A. _____
B. _____
C. _____
D. _____

CONTRACT FOR EXTENSION OF CREDIT AND TERMS OF SALE

(Read Carefully)

In consideration of Square Deal Lumber Co., an Oregon corporation, extending credit and making sales on credit to the credit applicant in regard to the purchase by the credit applicant of lumber, building materials and supplies from Square Deal Lumber Co., the credit applicant named below agrees to pay in full for all items delivered to or at the request of credit applicant, the full purchase price of all lumber, building materials and supplies and items so delivered or requested by the 10th day of the month following the date of purchase. Credit applicant also agrees to pay in full its account owing to Square Deal Lumber Co. by the 10th day of the month following the date of the purchase of any lumber or building materials, and supplies. In the event that either the account of credit applicant owing to Square Deal Lumber Co. or the total purchase price of all lumber, building materials, and supplies purchased by or on behalf of the Credit Applicant is not paid in full on the 27th day of the month following the date of purchase, then the credit applicant hereby agrees to pay a monthly finance charge computed at the rate of one and one-half percent (1 1/2 %) per month which is an annual finance charge rate of eighteen percent (18%) per annum on the total amount of the unpaid account of the credit applicant, which account has not been paid in full by the 10th day of the month following the date of purchase. Credit applicant agrees to pay all such finance charges assessed on the balance of credit applicant's account by the 10th day of the month following the assessment of any finance charges on credit applicant's account owing to Square Deal Lumber Co.

CREDIT APPLICANT HEREBY FURTHER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT SQUARE DEAL LUMBER CO. IS NOT MAKING ANY WARRANTIES OF ANY KIND IN REGARD TO ANY MATERIALS, LUMBER PRODUCTS, OR BUILDING MATERIALS SOLD TO CREDIT APPLICANT AT ANY TIME, AND THAT CREDIT APPLICANT IS PURCHASING ALL ITEMS AND MATERIALS IN "AS IS" CONDITION, AND "WITH ALL FAULTS", AND THAT THE ONLY WARRANTIES THAT EXTEND TO SUCH ITEMS OR MATERIALS ARE ANY WARRANTIES MADE BY THE MANUFACTURER OF SUCH ITEMS OR MATERIALS. THERE ARE NO WARRANTIES BY SQUARE DEAL LUMBER CO. WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY INVOICES OF MATERIALS PURCHASED BY CREDIT APPLICANT. SQUARE DEAL LUMBER CO. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SQUARE DEAL LUMBER CO. HAS NO DUTY TO SUPPLY ANY LEGAL SERVICES OR LEGAL ASSISTANCE TO CREDIT APPLICANT IN THE EVENT THAT CREDIT APPLICANT ATTEMPTS TO MAKE ANY CLAIMS TO A MANUFACTURER IN REGARD TO ANY MANUFACTURER'S WARRANTIES.

IN THE EVENT THAT CREDIT APPLICANT DETERMINES THAT IT HAS A CLAIM OR A POTENTIAL CLAIM REGARDING DEFECTIVE MATERIAL, ANY SUCH CLAIM OR POTENTIAL CLAIM MUST BE MADE IN WRITING AT THE TIME OF DELIVERY OF ANY AND ALL MATERIALS, AND SUCH WRITTEN CLAIM MUST BE IMMEDIATELY DELIVERED TO THE OFFICES OF SQUARE DEAL LUMBER CO. LOCATED AT 4992 E. MAIN, SPRINGFIELD, OREGON 97477. CREDIT APPLICANT HEREBY AGREES THAT HE HAS WAIVED ANY AND ALL CLAIMS FOR DEFECTIVE MATERIALS IN THE EVENT THAT THE CREDIT APPLICANT ACCEPTS DELIVERY OF ANY SUCH DEFECTIVE MATERIALS WITHOUT GIVING IMMEDIATE WRITTEN NOTICE OF SUCH CLAIMED DEFECTS IN MATERIALS TO AN EMPLOYEE OF SQUARE DEAL LUMBER CO.

Credit applicant agrees to hold Square Deal Lumber Co., harmless from any and all claims by any persons in regard to any damage done by vehicles or employees of Square Deal Lumber Co. in regard to any delivery of materials ordered by credit applicant from Square Deal Lumber Co. Credit applicant hereby accepts all responsibility for instructing employees of Square Deal Lumber Co. in regard to the delivery of building materials and lumber to job sites of credit applicant.

Credit applicant hereby agrees that the courts of the State of Oregon for the County of Lane including the District Court and or the Circuit Court shall have jurisdiction over the credit applicant in regard to any legal actions and civil claims commenced by Square Deal Lumber Co. in regard to this Contract for Extension of Credit. Credit applicant hereby agrees that in the event that it is necessary for Square Deal Lumber Co. to employ an attorney, commence any litigation, bring any civil claim, or employ any collection agency in order to secure payment of any sum due from credit applicant, then the credit applicant hereby agrees to pay reasonable attorney's fees and collection costs as shall be fixed by any trial court or any appellate court in regard to any civil claims or litigation commenced against the credit applicant by Square Deal Lumber Co. Credit applicant also agrees to pay any and all reasonable collection costs incurred by Square Deal Lumber Co. in regard to the collection of the credit applicant's account. Credit applicant hereby agrees to pay the full purchase price and any and all finance charges to Square Deal Lumber Co. pursuant to the terms and provisions of this Contract for Extension of Credit. Credit applicant hereby understands and agrees that Square Deal Lumber Co. can refuse to grant credit or refuse to grant additional credit to credit applicant at any time hereafter without giving credit applicant any prior written notice, and whether or not credit applicant has complied with all the terms and provisions of this Contract for Extension of Credit and Terms of Sale. In addition, credit applicant hereby agrees that Square Deal Lumber Co. shall always retain all of its rights in regard to the giving of notices and the filing and perfecting of any construction liens which Square Deal Lumber Co. or its employees may deem necessary or prudent to mail or file in regard to any lumber or building materials purchased by credit applicant or employees of credit applicant from Square Deal Lumber Co. Credit

applicant hereby acknowledges that it understands that Square Deal Lumber Co. shall have no duty or obligation to extend or continue to extend any credit to credit applicant in regard to any matter whatsoever.

DATED this _____ day of _____, _____

Credit Applicant

DATED this _____ day of _____, _____

SQUARE DEAL LUMBER CO., an Oregon corporation

BY _____

PERSONAL GUARANTY

(Read Carefully)

In consideration of the creation of a credit account and of the extension of credit to _____ (hereinafter called the Credit Applicant) by Square Deal Lumber Co., an Oregon corporation, (hereinafter called the Seller), the undersigned (hereinafter called the guarantor) personally guarantees full payment to Square Deal Lumber Co., an Oregon corporation of all accounts, liabilities, finance charges, interest, attorney's fees, court costs, filing fees including all filing fees for any litigation and all recording fees regarding any construction liens, collection costs, and the full purchase price of all materials, lumber, and building products, and all other indebtedness which the credit applicant owes or will owe in the future to Square Deal Lumber Co. The Guarantor hereby further personally guarantees the full and faithful performance by the above named credit applicant of all the terms and provisions of the Contract for Extension of Credit and Terms of Sale which has been executed by the above named credit applicant including payment of all finance charges at the rate of one and one-half percent (1 1/2 %) per month which is an annual finance charge rate of eighteen percent (18%) per annum on the total balance of the unpaid account of credit applicant pursuant to the terms of the above executed Contract for Extension for Credit and Terms of Sale. This Personal Guaranty includes the personal guaranty of payment in full by the Guarantor of all purchases of materials by the credit applicant from the seller, and the Guarantor hereby further guarantees payment in full upon demand for payment of the entire balance of the credit applicant's account and the payment in full of all finance charges, court costs, attorney's fees, freight charges, collection costs, and any other types of debt and charges incurred by the credit applicant on its account with Square Deal Lumber Co.

The Guarantor hereby waives any and all notice to the Guarantor of any notice of the sale of any goods, lumber, building materials, items, merchandise, or services made by the seller to the credit applicant. This Personal Guaranty shall be a continuing guaranty of the guarantor, and this guaranty shall be binding upon the Guarantor, for the payment in full of all of the above referred to debts of the credit applicant until such debts have been paid in full by the credit applicant to Square Deal Lumber Co. The undersigned Guarantor may revoke this guaranty only at such time as the account of the credit applicant is paid in full by the credit applicant or has been paid in full by the Guarantor, and such revocation of this guaranty shall further only be effective when such revocation has been consented to in writing by an authorized representative and employee of Square Deal Lumber Co. The Guarantor hereby further agrees to pay such sum as reasonable attorney's fees as may be fixed by any trial court or appellate court in regard to any civil claim or legal action commenced by Square Deal Lumber Co. in regard to this Personal Guaranty or commenced in regard to the collection of the account of the credit applicant owing to Square Deal Lumber Co. Notice of default on the part of the credit applicant to the Guarantor is hereby waived by the Guarantor. The undersigned Guarantor jointly and severally agrees to remain personally liable under all the terms and provision of this Personal Guaranty, not withstanding any extensions or renewals of any credit liability hereby guaranteed; and consent is hereby given to Square Deal Lumber Co. to make such renewals and extensions of credit as Square Deal Lumber Co. at its option may choose to grant or accept from or to the credit applicant. The Guarantor hereby agrees and understands that by signing this guaranty document, the Guarantor is becoming personally liable in full to Square Deal Lumber Co. for all charges, accounts, liabilities, attorney's fees, collection costs, and indebtedness incurred by the credit applicant owing to Square Deal Lumber Co.

DATED this _____ day of _____, _____

Guarantor

Square Deal Lumber Co. does hereby agree to the terms of this Personal Guaranty.

DATED this _____ day of _____, _____

SQUARE DEAL LUMBER CO.

BY _____