



1001 SE Water Ave, Suite 140  
Portland, Oregon 97214-2147  
P: 503.493.8275 F: 503.232.0445

### CREDIT APPLICATION

Business Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Doing Business as (DBA) \_\_\_\_\_ Desired Credit Limit \_\_\_\_\_

Street Address \_\_\_\_\_

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

Billing Address (if different) \_\_\_\_\_

Type of entity:  Proprietorship     Corporation     Partnership     Limited Liability Company  
 Other

P.O. Required:  Yes     No

Owner's Name \_\_\_\_\_ How Long in Business \_\_\_\_\_

Owner's Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Social Security # \_\_\_\_\_ Spouse's Name \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Business Bank: Name and Branch \_\_\_\_\_ Bank Phone # \_\_\_\_\_

Bank Contact \_\_\_\_\_

Personal Bank Name and Branch \_\_\_\_\_ Phone \_\_\_\_\_

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Major Credit Card # \_\_\_\_\_ Exp. Date \_\_\_/\_\_\_/\_\_\_     Visa     M/C     AMEX  
 Discover

Credit References:

1. \_\_\_\_\_ Phone \_\_\_\_\_

2. \_\_\_\_\_ Phone \_\_\_\_\_

3. \_\_\_\_\_ Phone \_\_\_\_\_

All sales are subject to the sales terms on this agreement.



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## SALES AGREEMENTS

1. We hereby make application for credit with YOLO Colorhouse. We agree to the sales terms set forth herein. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice.
2. We authorize seller to use 3rd parties to verify and inquire as to credit information and to make credit checks and inquiries, including contacting banks and/or other 3rd parties to obtain additional credit information.
3. If credit is granted, we promise to pay all bills when rendered, and agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event, at the highest rate allowed by law.
4. We agree to pay upon demand all of seller's costs and expenses including attorney's fees and legal expenses incurred by seller in connection with collection of any amounts owed to seller including all attorney's fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that may arise in any collection action initiated or pursued by seller which must be resolved prior to collection by seller of any amounts owed or enforcement of any terms of this agreement. Seller may pay someone else (including collection agencies) to help enforce this credit agreement and we shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorney's fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction) appeals, and any post judgment collection services.
5. We agree to notify seller in writing prior to any change in ownership and shall be liable for purchases of any successor should said notification not be given.
6. We agree that claims for shortages and/or notice of non conforming or freight damaged goods must be made in writing within 48 hours of delivery. The sole and exclusive remedy for non conforming goods shall be replacement. Paint that has been tinted is not returnable for refund.
7. Seller warrants the goods sold as described on seller's invoices. Goods not manufactured by seller are not warranted by seller and carry only the warranties of the manufacturer. Seller disclaims any and all warranties express and implied, concerning or relating to any and all goods including those or merchantability or fitness for a particular purpose.
8. We agree that seller's liability with respect to this contract, any warranty or the manufacture, delivery, installation, repair or use of any goods under this contract shall not exceed the stated selling prices of the goods upon which any such liability is based. We agree that seller shall not be liable for any incident or consequential damages.
9. No terms or conditions of purchase orders different from the credit terms contained in this agreement will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by seller and referring to this agreement by date and title.





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## CONTINUING PERSONAL GUARANTEE

For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the persons and/or entity that signed the appended sales agreement (Customer) and any and all obligations owed to Seller (Seller) including but not limited to the prompt payment of all present and future indebtedness.

The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.

This Guaranty is irrevocable and is binding on Guarantor and Guarantor’s heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.

Guarantor agrees to pay upon demand all of Seller’s costs and expenses, including attorney’s fees and legal expenses incurred in connection with collection of the indebtedness from Customer, including all attorney’s fees and other expenses relating to defenses, affirmative defenses, counter claims or other claims raised by Customer and/or Guarantor in any legal action including an action initiated or pursued by Seller which must be resolved prior to collection by Seller of the Indebtedness and/ or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty, and Guarantor shall pay the cost and expenses of such enforcement. Costs and expenses include Seller’s attorney’s fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney, to perform services for Seller’s benefit, whether or not there is a lawsuit including attorneys’ fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any post judgment collection services.

If there is a lawsuit, Guarantor agrees at Seller’s sole option to submit to the jurisdiction and venue of the courts of Multnomah County, State of Oregon.

The undersigned hereby consent to Seller’s use of a non business consumer credit report on the undersigned to further evaluate the credit worthiness of the undersigned as principals, proprietors and/or guarantors in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned and his/ her spouse as an individual hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in U. S. C. @1681 et seq.

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Print Name and Title		_____ Print Name and Title	
_____ Address		_____ Address	
_____ City, State, Zip		_____ City, State, Zip	



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Social Security Number

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