



**CREDIT APPLICATION**  
**Arrow Construction Supply, Inc.**  
 P.O. Box 11133 • Spokane, WA 99211-1133  
 (509) 922-7847 • Fax (509) 922-9879

Please return to:  
 sales@asphaltsupply.net  
 or by fax to (509) 922-9879

<b>Applicant / Business Name:</b>	<b>d/b/a:</b>			<b>Phone:</b>
Mailing / Billing Address:	City:	State:	Zip:	Fax:
Shipping Address:	City:	State:	Zip:	Fax:
Email:	Website / URL:			

Individual       Partnership       Limited Liability Corporation       Corporation

Type of Business:	Years in Business:	Amount of Credit Sought: \$
Contractor's License #:	Federal Tax ID #:	State Licensed/Registered In:

**\*Will your purchases be taxable?** Yes  No  **If no, a copy of your Resale Certificate is required with application** (excludes HI, OR, MT, AK)  
 Have you ever had an account with Arrow Construction Supply, Inc.?  Yes  No If yes, under what name?

**Accounts Payable Contact Information**

Name:	Title:	Phone:	Fax:
Acknowledgement Fax:		Invoice Fax:	

**As applicable, list name(s) and title(s) of Corporate Officers, Partners, or Owners: Equal LLC & partnership members must all be listed.**

Name:	Title:	SS#:
Address:	City:	State: Zip:
Name:	Title:	SS#:
Address:	City:	State: Zip:
Name:	Title:	SS#:
Address:	City:	State: Zip:

**TRADE/CREDIT REFERENCES**

Name:	Phone:	Fax:
Address:	City:	State: Zip:
Name:	Phone:	Fax:
Address:	City:	State: Zip:
Name:	Phone:	Fax:
Address:	City:	State: Zip:

**BANK REFERENCE**

Bank Name:	Phone:	Fax:
Address:	City:	State: Zip:
Account Number (s):	Contact Name:	

**CREDIT RELEASE AUTHORIZATION:** THIS APPLICATION IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT. ARROW CONSTRUCTION SUPPLY, INC. WILL RELY ON THIS INFORMATION AND ITS VERIFICATION TO EXTEND CREDIT TO THE APPLICANT. FURTHER, APPLICANT AUTHORIZES ARROW CONSTRUCTION SUPPLY, INC. TO MAKE CREDIT INQUIRIES AND TO VERIFY ANY/ALL INFORMATION DEEMED NECESSARY TO EVALUATE THIS REQUEST, INCLUDING OBTAINING BUSINESS AND/OR PERSONAL CREDIT REPORTS, AND CONTACTING APPLICANT'S BANK FOR ACCOUNT INFORMATION. THIS FORM MAY BE REPRODUCED OR PHOTOCOPIED AND A FAXED COPY SHALL BE EFFECTIVE CONSENT AS AN ORIGINAL.

<b>Owner / Officer Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**TERMS OF SALE AND CREDIT AGREEMENT**

All parties hereby agree that all purchases made are subject to the following terms and conditions and any terms and conditions stated on any warranty or invoices.

1. All sales will be "Cash In Advance" until Credit Application is approved. For purposes of this agreement, the applicant will be referred to as "customer."
2. The customer agrees to pay in full and not by installment and agrees that all purchased are: **Due Net 30 Days**. If customer fails to pay any invoices when due, customer agrees to pay a late charge of one and one-half percent per month or the maximum rate allowed by law (whichever is less), on any past due balance. Amounts are "paid" when they are physically received by the creditor, and not when they are deposited in the mail.
3. Should customer default in any payment(s) when due, Arrow Construction Supply, Inc. ("ACS") shall have the right, without notice to the customer, to declare all invoice amounts due and payable, and may, at its option, suspend customer's account, place account on a cash basis and terminate unfilled orders or discontinue deliveries until all past due payments are made and adequate assurance of customer's financial ability to perform all of its obligations to ACS is received. Credit and terms are granted at the sole discretion of Arrow Construction Supply and may be changed at any time without notice.
4. If customer places an order for any goods or services provided by ACS, customer is obligated to pay in full for any such "will call" goods or services whether or not customer takes delivery of the goods or services.
5. The undersigned customer is obligated to pay for all goods and services regardless of whether customer receives any payment due him for subsequent sale of goods. We do not accept "pay when paid" agreements from our customers.
6. Customer agrees to pay to ACS, upon demand, all costs and expenses, including, without limitation, all attorneys' fees and court costs incurred by ACS, in connection with the enforcement or collection of customer's account. All such costs and expenses shall bear interest at the rate of eighteen percent (18%) per annum. This provision shall apply whether or not a lawsuit is commenced in bankruptcy court or on appeal.
7. This agreement shall be governed by the internal laws of the State of WA, ID or MT. Venue for any action or suit brought against customer by ACS may be brought in any court located in WA, ID or MT or where the customer resides, at the option of ACS.
8. ACS and customer hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which ACS and customer may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. ACS is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

<b>Owner / Officer Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**INDEMNITY AGREEMENT**

Customer shall indemnify, defend, save, and hold harmless ACS from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) to ACS's legal counsel, suffered or incurred by ACS as a result of any lawsuit, action, or proceeding that is commenced or threatened against ACS by any third party, specifically including a customer of customer alleging any claim relating to ACS's sale of goods and services to customer, breach of warranty, personal injury, or any other type of damage whatsoever.

<b>Owner / Officer Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**SECURITY AGREEMENT**

As security for the payment and performance of all obligations customer owes to ACS under this agreement, the invoices, or any other obligation owed to ACS, customer hereby pledges and grants to ACS a continuing purchase money security interest in all goods sold by ACS to customer, and without limiting the generality of the foregoing, all proceeds, products, and accounts receivable from the collateral. ACS's security interest shall continually exist until all obligations owed by customer to ACS have been paid in full. This is not a "consumer transaction," as defined in the Uniform Commercial Code, and none of the goods were or will be purchased or held primarily for personal, family, or household purposes.

Events of default shall include, but are not limited to: (a) the failure to pay; (b) the failure to perform, observe, or comply with any of the covenants of this agreement or any of the invoices or other agreements between the parties; (b) the insolvency of the customer as defined in Section 101 of the United States Bankruptcy Code; or (c) the attachment of assets of the customer by any third party.

Upon and after the occurrence of an Event of Default, ACS may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought the following rights and remedies, in addition to the rights and remedies available to ACS under the Uniform Commercial Code: (a) declare all obligations to be immediately due and payable; (b) institute any proceeding to enforce this agreement; (c) or take possession of the collateral.

Customer hereby authorizes ACS to file a financing statement covering the goods sold to customer (the "collateral").

I hereby consent to the grant of the security interest in the above Security Agreement.

<b>Owner / Officer Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**GUARANTY**

In consideration for ACS extending credit to the customer/applicant, and as a condition precedent to the approval and acceptance of the customer's/applicant's application for credit, the guarantor(s), jointly and severally, unconditionally and personally promise and guarantee the payment of any sum or balance that may accrue to ACS, its successors or assigns.

This guaranty is absolute, unconditional, continuing, direct, and an immediate guaranty of payment and not just of collection and is not conditioned upon or limited by or in any other way affected by (a) any attempt by ACS to pursue rights against customer/applicant; (b) any attempt by ACS to pursue its rights against any of the customer's/applicant's real or personal property; (c) any action taken or not taken by ACS; (d) the invalidity or unenforceability of any provision of the Terms of Sale and Credit Agreement; or (e) any defense asserted or claimed by customer/applicant with respect to customer's/applicant's obligations, including, but not limited to, failure or lack of consideration, breach of warranty, fraud, payment, accord and satisfaction, statute of frauds, bankruptcy, insolvency, or statute of limitations. The obligations of guarantor under this guaranty shall not be subject to any counterclaim, set off, reduction, or defense based upon any claim that guarantor may have against customer/applicant or ACS.

The guarantor will pay the attorney's fees and cost, collection fees and commissions (commission amount not to exceed 50% of the amount unpaid), court costs and any other expenses incurred (whether such fees, costs and expenses are incurred before an action or proceeding is filed, before trial, or after trial) by ACS or any of its affiliates prior to, during, on appeal from or after any action or proceeding for the enforcement of this guaranty agreement, regardless of whether an action or proceeding is commenced. Without limiting the generality of the foregoing, guarantor will pay any attorney's fees or costs of ACS or any of its affiliates incurred in connection with any bankruptcy case or proceeding of guarantor or customer/applicant. Each guarantor waives any and all defenses by reason of any extension of time granted for payment of the obligation by customer/applicant, or by taking or releasing any collateral of the customer/applicant.

The incurrence of any one or more of the following events shall constitute an "Event of Default" under this guaranty: (a) the failure of guarantor to pay any of guarantor's obligations; (b) the failure of guarantor or the customer/applicant to perform, observe, or comply with any agreement, covenant, or promises made under this guaranty or under the terms of the Terms of Sale and Credit Agreement; (c) the appearance of any Event of Default under the Terms of Sale and Credit Agreement; (d) the determination in good faith by ACS that a material adverse change has occurred in the financial condition of customer/applicant or guarantor; (e) the determination in good faith by ACS that any security for customer's/applicant's obligations is inadequate; (f) the determination in good faith by ACS that the prospect of payment of any guarantor's obligations is not impaired for any reason; or (g) the death of customer/applicant or any guarantor who is a natural person.

This guaranty binds and inures to the benefit of the parties and their heirs, successors and assigns. This guaranty agreement shall be governed by the internal laws of the States WA, ID, & MT, or state where customer resides with reference to conflicts of laws rules.

In the event of default by the customer/applicant, and at the election of ACS, venue for any action or suit brought against customer/applicant by ACS may be brought in any court located in WA, ID, or MT or where the customer/applicant resides, at the option of ACS.

ACS shall not be required to exhaust any remedy against the customer/applicant prior to proceeding against the guarantor. Guarantor waives any presentment, demand or performance, notice of nonperformance, notice of sale, delivery of goods, non-payment at maturity, extension granted, protest, notice of protest, notice of dishonor, notice of acceptance of this guarantor and/or the notice of creation of additional indebtedness.

ACS and customer/applicant hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which ACS and customer/applicant may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. ACS is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

This guaranty imposes significant legal liability upon the guarantor. The undersigned has carefully read the foregoing continuing absolute and unconditional guaranty and fully understands the content thereof.

I hereby consent to the grant of the guaranty in the above Guaranty.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WA., ID., MT. OR STATE WHERE CUSTOMER RESIDES LAW.**

IN WITNESS WHEREOF, guarantor has duly executed this guaranty as of the date set forth next to guarantor's signature.

<b>Owner/Officer Signature (individually)</b>	<b>Owner/Officer Printed Name:</b>	<b>Date:</b>
<b>Owner/Officer Signature (individually)</b>	<b>Owner/Officer Printed Name:</b>	<b>Date:</b>