

Account #:

ACL:

By:



SECO CONSTRUCTION SUPPLY



Sealant Specialists

John Latta Associates, Inc.

COMMERCIAL CREDIT APPLICATION

Date of Application: \_\_\_\_\_

Credit Amount Requested: \_\_\_\_\_

Company Name

DBA (if any)

Mailing Address

City

State

Zip Code

County

Phone Number

Fax Number

Email Address

Physical/Shipping Address

City

State

Zip Code

County

**BUSINESS INFORMATION**

Check One: Corporation LLC Partnership Proprietorship Other: \_\_\_\_\_

Date Established \_\_\_\_\_ If Corporation, Date and State Incorporated \_\_\_\_\_

How Long at Present Address \_\_\_\_\_ Rent/Lease Own

Previous Address (if above is less than three years)

Are you taxable?: Yes No If No, State Sales Tax Exemption Number \_\_\_\_\_  
(A tax-exempt certificate must be attached)

Type of Business (General Contractor, Manufacturer, Retail, etc.)

Contractor Registration (Choose State): Oregon Washington Idaho Other: \_\_\_\_\_

Name Registered Under

Registration Number

Expiration Date

Other License (Plumbing, Electrical, etc.)

Registration Number

Expiration Date

Application is not complete without all pages and applicant signature. A company credit profile may be submitted with this application. Incomplete applications will not be processed and will be returned to the applicant.

Name and Address of Principal Owner(s) or Partners:

Name	Address	Title

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**ACCOUNTING INFORMATION**

Federal Tax ID #: \_\_\_\_\_ UBI # (if any): \_\_\_\_\_

Purchase Order Number Required?  Yes  No      Job Number or Name Required?  Yes  No

Account Statement Requested?  Yes  No

TRADE REFERENCES (Please provide information on at least three companies you do business with)

	Company Name	City, State	Phone Number	Fax Number
1.				
2.				
3.				

BANKING REFERENCE (Please provide one banking reference for your company)

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Bank Name	Branch	Contact Name	Phone Number
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***John Latta Associates, Inc.***

539 SE DIVISION PL, STE 2 6452 S. 144 <sup>th</sup> STREET 515 SO. 5 <sup>TH</sup> AVE 5610 E. BROADWAY 218 E. 50 <sup>TH</sup> STREET 2027 196 <sup>th</sup> STREET SW, Suite A-106	PORTLAND, OREGON 97202 TUKWILA, WASHINGTON 98168 YAKIMA, WASHINGTON 98902 SPOKANE, WASHINGTON 99212 BOISE, IDAHO 83714 LYNNWOOD, WA 98036	503-238-1253 206-624 4574 509-248-7900 509-535-7756 208-323-4978 425-599-4000	800-444-8877 800-333-8877 800-523-2761 800-325-1684	FAX 503-231-0162 FAX 206-624-8509 FAX 509-453-2094 FAX 509-535-2459 FAX 208-323-0807
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**TERMS & AGREEMENT**

I/We hereby apply for open account credit with John Latta Associates, Inc. dba Sealant Specialists or SECO Construction Supply. I/We certify that the above information is true and correct as of the date of this application. If credit is granted, I/We agree to all of the provisions of your Terms of Sale/Credit, a copy of which has been furnished to me/us. In consideration of John Latta Associates, Inc. extending credit to the undersigned Applicant, Applicant agrees to pay for all items delivered at its request, or the request of an employee in accordance with the terms as set forth below and in the attached Terms of Sale/Credit.

All accounts are due and payable at John Latta Associates, PO Box 3794, Seattle, WA 98124-3794 **within thirty (30) days** of invoice date.

Applicant hereby agrees to pay his account in accordance with John Latta Associates, Inc. regular terms and conditions. Applicant further agrees to 1.5% per month (18% per annum) service charge, subject to local laws governing this charge, on balances not paid by the 60<sup>th</sup> day following the date of purchase. If an attorney or collection agency is employed to enforce this agreement, John Latta Associates, Inc. shall be entitled to attorney and collection fees and costs, irrespective of whether any legal proceeding is commenced. If any legal action, arbitration, or other proceeding is brought (including bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and other costs, both at trial and on appeal. It is understood and agreed by and between the parties that this credit transaction is subject to the provisions of the State and Federal uniform consumer credit codes as they may apply. Applicant agrees that service of process through the Department of Labor and Industries under RCW 18.27 is sufficient notice for personal jurisdiction in any legal action for collection.

As a result of this Application or otherwise, should a credit availability be granted by Seller to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller, and the Applicant shall be bound by all of terms set forth in this Application and payment terms on any invoice. The Seller may terminate or modify any credit availability at any time within its sole discretion without notice.

Applicant verifies that all information provided is completely true. Applicant and the undersigned further authorize John Latta Associates, Inc. to obtain any and all credit and financial information concerning Applicant at any time and from any sources.

Applicant agrees that a facsimile transmission of this Credit Application to John Latta Associates, Inc. that has been signed by Applicant and/or the undersigned shall have the same force and effect as if a signed original is delivered to John Latta Associates, Inc.

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Name (Please Print)

Signature of Authorized Agent (REQUIRED)

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Title

Date

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**INDIVIDUAL PERSONAL GUARANTY**

Further, in consideration of John Latta Associates, Inc. extending credit to Applicant, the undersigned, does hereby personally, for himself/herself and for his/her marital community, guarantee all charges, administrative and service charges, interest, fees, and other costs, including but not limited to attorneys and collection fees. John Latta Associates, Inc. will rely on this guarantee for payment of future and existing debt. Guarantor agrees that service of process through the Department of Labor and Industries under RCW 18.27 is sufficient notice for personal jurisdiction in any legal action for collection.

The undersigned personal guarantor, an individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit granter, from time to time as may be needed, in the credit evaluation process.

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Name (Please Print)

Signature of Individual Guarantor

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Date

Social Security Number of Individual Guarantor

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## TERMS OF SALE/CREDIT

**Terms of Sale:** Payment is due net 30 days from invoice date. Please pay by invoice. **Remittance address is John Latta Associates, PO Box 3794, Seattle, WA 98124-3794.** Service charges are computed at 1.5% per month (18% per annum) on invoices over 60 days old or more. Purchaser agrees to pay all collection costs incurred by Seller in collecting unpaid amounts, including attorney's fees, witness fees (expert and otherwise) and all out of pocket costs. Any additional or different terms proposed by Buyer are hereby rejected. This includes any terms included on Purchase Order. Minimum purchase amount is \$25.00.

**Shipping:** Orders for items from inventory will normally be shipped the same day received. Orders are shipped freight collect (our carrier or your carrier). Any delivery date given is just an estimate.

Special handling such as shipment by air may be requested and you will be advised of any additional charges.

**Returns:** Unopened, undamaged material normally carried in Seller's inventory in resalable condition may be returned for up to 60 days from date of purchase with a 25% restock fee on a freight prepaid basis. Special order items or quantities may not be returned, and/or carry return restrictions or higher restock fee.

**Jurisdiction:** Purchaser consents to the jurisdiction of the State of Oregon and agrees that Multnomah County, Oregon is a proper venue for any action rising out of the sale of merchandise from Seller to Purchaser. All sales made shall be governed by the substantive laws of the State of Oregon and not by its conflict of law provisions

**Security Interest:** Purchaser hereby grants to Seller a security interest in all products sold, leased, or loaned by Seller to Purchaser, whether now or in the future, to secure payment of the unpaid balance of any invoice (and all charges provided for herein) whether now or hereafter outstanding and Seller shall have all remedies provided for in the Uniform Commercial Code of Oregon. Purchaser agrees that any invoice may be filed as a financing statement in the State of Oregon and in the other states in which Purchaser of the merchandise is located. Purchaser shall be responsible for paying all necessary filing fees.

**Disclaimer of Warranties:** Purchaser has inspected the product and accepts it AS IS, WHERE IS. Seller explicitly disclaims all warranties or representations except as specifically made herein, including without limitation, any implied warranty of merchantability or implied warranty of fitness for a particular purpose. Any statements made by Seller's representatives are merely statements of opinion or a recitation of the manufacturer's warranty and are not to be construed as warranties of Seller. Neither Seller nor manufacturer has any knowledge or control concerning Purchaser's use of the product.

**Disclaimer of Manufacturer's Warranties:** Seller has or may deliver to Purchaser written materials such as brochures, advertisements and/or specification sheets. Purchaser acknowledges that any warranties contained therein are not warranties of Seller. Any warranties made by the manufacturer of the product are not those of Seller and Seller is not to be bound thereby. Upon written request, Seller will assign to Purchaser any warranties Seller may have from manufacturer.

### *John Latta Associates, Inc.*

539 SE DIVISION PL, STE 2  
6452 S. 144<sup>th</sup> STREET  
515 SO. 5<sup>TH</sup> AVE  
5610 E. BROADWAY  
218 E. 50<sup>TH</sup> STREET  
2027 196<sup>th</sup> STREET SW, Suite A-106

PORTLAND, OREGON 97202  
TUKWILA, WASHINGTON 98168  
YAKIMA, WASHINGTON 98902  
SPOKANE, WASHINGTON 99212  
BOISE, IDAHO 83714  
LYNNWOOD, WA 98036

503-238-1253  
206-624 4574  
509-248-7900  
509-535-7756  
208-323-4978  
425-599-4000

800-444-8877  
800-333-8877  
800-523-2761  
800-325-1684

FAX 503-231-0162  
FAX 206-624-8509  
FAX 509-453-2094  
FAX 509-535-2459  
FAX 208-323-0807