



**HOOKER CREEK COMPANIES, LLC**  
95 SW SCALEHOUSE LOOP, SUITE 100  
BEND, OREGON 97701  
PHONE: (541) 389-0981  
FAX: (541) 389-4763

Member of the Central Oregon Coalition of Material Suppliers

### **CREDIT APPLICATION AND AGREEMENT**

Business Name: \_\_\_\_\_

Business Physical Address: \_\_\_\_\_  
Street Number and Name City State ZIP

Mailing Address: \_\_\_\_\_  
P.O. Box Number or Street Number and Name City State ZIP

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### **BUSINESS INFORMATION**

Type of Business: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_ State Incorporated In: \_\_\_\_\_

Are You? Sole Proprietor \_\_\_ Partnership \_\_\_ LLC \_\_\_ Corporation \_\_\_

Oregon CCB or LCB #: \_\_\_\_\_ Filed In: \_\_\_\_\_

Bond # and Insurer: \_\_\_\_\_

Attorney's Name and Address: \_\_\_\_\_

Accountant's Name and Address: \_\_\_\_\_

### **BANK INFORMATION**

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank Address: \_\_\_\_\_  
Street Number and Name City State ZIP

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Date Opened: \_\_\_\_\_

Savings Account #: \_\_\_\_\_ Loan Account #: \_\_\_\_\_

## OWNERSHIP INFORMATION

Please list owners, partners or corporate officers ("Principals"):

FULL Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Street Number and Name City State ZIP  
Phone: \_\_\_\_\_ Social Security #: \_\_\_\_\_ ODL#/State: \_\_\_\_\_

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

Previous Address: \_\_\_\_\_

Street Number and Name City State ZIP

FULL Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Street Number and Name City State ZIP  
Phone: \_\_\_\_\_ Social Security #: \_\_\_\_\_ ODL#/State: \_\_\_\_\_

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

Previous Address: \_\_\_\_\_

Street Number and Name City State ZIP

REFERENCES: Firms, Which Are Your Primary Suppliers on Open Credit and Credit Cards:           

	Name	Address	Phone #	Fax #
1.	_____			
2.	_____			
3.	_____			

Does your company require Purchase Order #: \_\_\_\_\_ Yes \_\_\_\_\_ No

Who is authorized to order and sign for materials and/or equipment?

It is the responsibility of the applicant to inform Hooker Creek Companies LLC of any changes to this list.

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

<b>Credit Amounts Requested:</b> Concrete: \$ _____ Sand & Gravel: \$ _____ Equipment & Supplies: \$ _____ Total Amount Requested: \$ _____
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## Credit Agreement

1. Applicant wishes to apply to open a commercial credit account in Applicant's name and hereby requests Hooker Creek Companies, LLC from time to time to extend commercial credit to enable Applicant to purchase and/or lease goods/equipment/services from Hooker Creek Companies, LLC. The terms and conditions of this Agreement shall be enforceable for all outstanding invoices and any and all future commercial transactions Applicant enters into with Hooker Creek Companies, LLC. In the event of a conflict between this credit agreement and any other agreements between Applicant and Hooker Creek Companies, LLC this agreement shall control.
2. Applicant authorizes Hooker Creek Companies, LLC to contact all banks, credit and trade references herein to verify the status of its business and credit standing with them and authorizes them to release said information to Hooker Creek Companies, LLC.

X \_\_\_\_\_ **Applicant Signature** 

3. Applicant understands that Hooker Creek Companies, LLC is a Member of the Central Oregon Coalition of Material Suppliers, which currently consists of the following members: Hooker Creek Companies, LLC, Jack Robinson & Sons, Inc., Shevlin Sand and Gravel, LLC, Mike's Mobile Mix Concrete L.L.C., and may also include additional Central Oregon material suppliers. Applicant authorizes Hooker Creek Companies, LLC to obtain and release any information to or from any other member(s) of the Central Oregon Coalition of Material Suppliers concerning the credit worthiness of the Applicant, Principals or Guarantors. Applicant's information to be obtained or released includes but is not limited to any and all information contained in this application, and any and all commercial credit account information or any knowledge learned in the course of business that is relevant to the Applicant or its Principals or Guarantors commercial credit worthiness.
4. Applicant shall pay the full balance of invoices on the designated due date. In the event the full balance is not paid when due, interest will accrue at a rate of 1.5% per month on all past due balances from the original due date.
5. Failure to pay invoices by their due date may, at the election of Hooker Creek Companies, LLC, result in Applicant's account automatically transferring to a cash on demand ("C.O.D.") basis. All future purchases and/or leases by Applicant shall be C.O.D. until Applicant's account is paid in full and credit is reauthorized by Hooker Creek Companies, LLC.
6. Failure to pay any past due invoices may result in a suspension of Applicant's ability to purchase and/or lease any future goods/equipment/services from Hooker Creek Companies, LLC until payment has been made in full.
7. Goods returned for credit after 5 business days from the date of purchase may be subject to a restocking charge of 20% of the original cost plus freight.
8. Applicant authorizes Hooker Creek Companies, LLC to charge any balance due to any credit card used for prior purchase/payments or left for security on Applicant's account.
9. Hooker Creek Companies, LLC reserves the right to refuse sales and service to anyone.
10. Hooker Creek Companies, LLC reserves the right to change or terminate all or any portion of this Agreement without prior notice.
11. Hooker Creek Companies, LLC reserves the right to close and require immediate payment of Applicant's commercial credit account without prior notice or reason.
12. Hooker Creek Companies, LLC shall not be liable to Applicant for, and Applicant shall indemnify and hold Hooker Creek Companies, LLC, its members, managers, officers, affiliates, subsidiaries, agents, and employees harmless from and against any liability, claim, demand, action, suit, judgment, cost, damage or expense of any kind of nature asserted against Hooker Creek Companies, LLC, its members, managers, officers, affiliates, subsidiaries, agents, and employees arising from claims of the inadequacy or deficiency in the goods/equipment/services, the use, operation or performance of the goods/equipment/services, any interruption loss of service, use or performance by the goods/equipment/services, and any loss of business or other consequential damages whether or not resulting from any of the foregoing.

13. Hooker Creek Companies, LLC at all times will have a perfected security interest in the goods/equipment/services (“Collateral”) that will be prior to any other interests. If requested, Applicant will sign all instruments (including Security Agreements, Financing Statements, Continuation Statements, etc.) required by Hooker Creek Companies, LLC to establish, maintain and continue the perfected security interest of the Collateral and will promptly on demand pay all costs and expenses of (a) filing and recording and (b) all other claims and charges that in the opinion of Hooker Creek Companies, LLC might prejudice, imperil or otherwise affect the Collateral of security interest therein of Hooker Creek Companies, LLC. In the event of any failure of cooperation by Applicant to sign the required instruments, Hooker Creek Companies, LLC, as the special attorney-in-fact for Applicant, may act on behalf of Applicant and in such capacity may execute the instruments on behalf of Applicant. The appointment by Applicant of Hooker Creek Companies, LLC as special attorney-in-fact for the purpose of this paragraph 13 is coupled with an interest and shall be irrevocable. Any default by Applicant in the payment for amount due or breach of any term or condition of this Agreement, shall allow Hooker Creek Companies, LLC, without notice to: (i) terminate this Agreement without prejudice to any other rights or remedies of Hooker Creek Companies, LLC; (ii) take immediate possession of the Collateral without demand or notice, wherever the goods/equipment/services may be located, without court order or other process of law, and (iii) exercise any and all other remedies at law or in equity. Applicant will not transfer any part of the Collateral, by way of grant of full or partial security interest until the debt is paid in full. In the event Hooker Creek Companies, LLC takes possession of the Collateral or any part thereof, Hooker Creek Companies, LLC may sell the Collateral at a public or private sale. The proceeds of such sale, after deducting all expenses of Hooker Creek Companies, LLC in taking, storing, repairing, and selling the Collateral including reasonable attorneys’ fees and legal expense, shall be applied to the payment of any part or all of the obligations and any other indebtedness or liability of Applicant, and any surplus thereafter remaining shall be paid to any other member of the Central Oregon Coalition of Material Suppliers to satisfy any debts of the Applicant its Principals or Guarantors, or the Applicant or to any other person that may be legally entitled. At any sale or disposition, Hooker Creek Companies, LLC may accept a trade of property for all or any portion of the sale price, and may purchase any part of the Collateral. The taking of possession by Hooker Creek Companies, LLC shall not constitute a termination of this Agreement or limit Hooker Creek Companies, LLC’s other legal rights and remedies. Any waiver by Hooker Creek Companies, LLC of any default or breach hereunder, shall not constitute a waiver of future compliance with this Agreement.

14. It is the preferred policy of Hooker Creek Companies, LLC not to provide goods/equipment/services unless an account signer is present to sign reservations, contracts, invoices, delivery receipts or any other documents necessary to complete the transaction. However, the parties acknowledge that it is not always practical or convenient to obtain signatures at the time goods/equipment/services are provided and by signing below Applicant waives the need for signatures and all such documents will be treated as signed documents for all purposes.

X \_\_\_\_\_ **Applicant Signature** 

15. Hooker Creek Companies, LLC sells and leases goods/equipment/services AS IS in whatever condition they may be, without any agreement, warranty or representation expressed or implied, as to any matter whatever with respect to the goods/equipment/services. Without limiting the generality of the forgoing, Hooker Creek Companies, LLC expressly disclaims any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. Applicant agrees to return leased goods/equipment/services in the same condition Applicant received it (reasonable wear and tear excepted) and shall be liable for any damages thereto and for the cost of repair. Applicant assumes the entire risk of loss or damage to the goods/equipment/services and upon demand by Hooker Creek Companies, LLC will pay to Hooker Creek Companies, LLC the cost to repair the goods/equipment/services, or the replacement cost of the goods/equipment/services. Such payment shall be in addition to the payments required under the lease or purchase agreement.

16. If Applicant is leasing goods/equipment/services from Hooker Creek Companies, LLC, Applicant agrees to make no alterations, modifications or additions to the goods/equipment/services. Applicant agrees to pay to Hooker Creek Companies, LLC all costs and expenses incurred by Hooker Creek Companies, LLC in returning such altered or modified goods/equipment/services to its original condition and performance specification.

17. This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the State of Oregon (without regard to principles of conflicts of law). If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

18. In the event of any suit, arbitration or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), Hooker Creek Companies, LLC is entitled to recover, all costs and reasonable attorney fees in connection with the suit, action, arbitration, or any appeal.

19. Guaranty. As a material inducement for Hooker Creek Companies, LLC to enter into this agreement, Hooker Creek Companies, LLC requires that the obligations of Applicant, if Applicant is not a sole proprietor, be guaranteed by the Owners and Principles of Applicant. The undersigned Guarantor(s) irrevocably and unconditionally guarantee to Hooker Creek Companies, LLC the full and prompt payment and performance of all of the obligations of Applicant arising out of this Agreement (the "Obligations"). Upon Hooker Creek Companies, LLC's demand, Guarantor will immediately pay and perform the then-due Obligations.


Guarantor is a principal obligor and is directly liable for the payment and performance of the Obligations. Hooker Creek Companies, LLC may exercise Hooker Creek Companies, LLC's remedies against Guarantor without making a demand, instituting an action, or exercising or exhausting Hooker Creek Companies, LLC's remedies against Applicant or any collateral. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several.

This Guaranty will not be affected by: (i) Hooker Creek Companies, LLC's release of Applicant or any collateral that may secure the payment and performance of any of the Obligations; (ii) Hooker Creek Companies, LLC's amendment of any agreement evidencing, guaranteeing, or securing any of the Obligations; (iii) Hooker Creek Companies, LLC's waiver of a breach of a provision of any agreement evidencing, guaranteeing, or securing any of the Obligations; (iv) Hooker Creek Companies, LLC's extension or postponement of the due date of any of the Obligations; (v) the death, dissolution, or insolvency of Applicant; or (vi) the Obligations becoming unenforceable against Applicant for any reason, including but not limited to the application of bankruptcy, insolvency, or other similar laws for the benefit of creditors.


Guarantor waives all rights to terminate this Guaranty before the Obligations are fully paid and performed. This Guaranty will be automatically reinstated to the extent that any payment or performance of the Obligations is rescinded or must otherwise be restored by Hooker Creek Companies, LLC for any reason, including but not limited to the application of bankruptcy, insolvency, or other similar laws for the benefit of creditors.

Guarantor waives demand, presentment for payment, notice of dishonor or nonpayment, protest, notice of protest, and lack of diligence in collection with respect to the Obligations. No waiver will be binding on Hooker Creek Companies, LLC unless it is in writing and signed by Hooker Creek Companies, LLC. Hooker Creek Companies, LLC's waiver of a breach of a provision of this Guaranty or any agreement evidencing, guaranteeing, or securing any of the Obligations will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Hooker Creek Companies, LLC's failure to exercise any remedy under this Guaranty or any agreement evidencing, guaranteeing, or securing any of the Obligations will not be considered a waiver by Hooker Creek Companies, LLC of its right to exercise the remedy.

20. Time is of the essence with respect to all dates and time periods in this Credit Agreement and Guaranty. Guarantor(s):

Print Name _____	Signature _____ 
Title _____	Date _____
Print Name _____	Signature _____
Title _____	Date _____

21. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

Dated Effective: _____	
(APPLICANT) .....	"HOOKER CREEK COMPANIES, LLC
X _____ 	_____
By: _____	By: _____
Its: _____	Its: _____