



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: _____

Email: _____

BUSINESS INFORMATION

Type of Business: _____

Date Incorporated: _____ State Incorporated In: _____

Are You? Sole Proprietor ___ Partnership ___ LLC ___ Corporation ___

Contractor's License #: _____ Filed In: _____ CCB: ___ LCB: ___

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: _____

FULL Name: _____ Position: _____ DOB: _____

Address: _____

Street Number and Name City State ZIP

Phone: _____ Social Security #: _____ ODL#/State: _____

Spouse's Name: _____ Social Security #: _____

Previous Address: _____

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

	Name	Address	Phone #
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

Credit Amounts Requested: Concrete: \$ _____ Sand & Gravel: \$ _____

Equipment & Supplies: \$ _____ Asphalt & Paving: \$ _____

Construction Services: \$ _____ Total Amount Requested: \$ _____

Credit Agreement

1. Applicant wishes to apply to open a commercial credit account in Applicant's name and hereby requests Hooker Creek Companies, LLC ("Hooker Creek") from time to time to extend commercial credit to enable Applicant to purchase or rent goods, equipment, tools, and vehicles, and purchase goods, concrete, and aggregate products from Hooker Creek. 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. In the event of a conflict between this credit agreement and any other agreements between Applicant and Hooker Creek this agreement shall control.

2. Applicant authorizes Hooker Creek to request a credit report, contact all banks, credit and trade references herein to verify the status of its business and credit standing and authorizes each credit reference to release said information to Hooker Creek.

X _____ **Applicant Signature** *****SIGN HERE*****

3. Applicant understands that Hooker Creek is a Member of the Central Oregon Coalition of Material Suppliers, which currently consists of the following members: Hooker Creek, 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 to obtain and release information about or received from Applicant 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's or its Principals' or Guarantors' commercial credit worthiness.

4. Applicant shall pay in full all 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, result in Applicant's account automatically transferring to a cash on demand ("C.O.D.") basis. All future purchases and leases by Applicant shall be C.O.D. until Applicant's account is paid in full and credit is reauthorized by Hooker Creek.

6. Failure to pay any past due invoices may result in a suspension of Applicant's ability to purchase or lease any future goods, equipment, material, and vehicles from Hooker Creek until payment has been made in full and credit reestablished.

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 to charge any balance due upon default to any credit card used for prior payments or provided for security on Applicant's account.

9. Hooker Creek reserves the right to refuse sales and service to anyone for any subjective commercial reason.

10. Hooker Creek reserves the right to change or terminate all or any portion of this Agreement without prior notice.

11. Hooker Creek reserves the right to close and require immediate payment of Applicant's commercial credit account without prior notice or reason.

12. Hooker Creek shall not be liable to Applicant for, and Applicant shall indemnify and hold Hooker Creek, 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, material, vehicles, including the use,

operation or performance of the same any interruption loss of service, use or performance of the same and any loss of business or other consequential damages whether or not resulting from any of the foregoing

13. Applicant and Hooker Creek agree that Hooker Creek at all times will have a perfected security interest in the goods, equipment, material, and vehicles ("Collateral") that will be rented or delivered prior to any other interests. If requested, Applicant will sign all instruments (including Security Agreements, Financing Statements, Continuation Statements, etc.) required by Hooker Creek 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 might prejudice, imperil or otherwise affect the Collateral or security interest therein of Hooker Creek. In the event of any failure of cooperation by Applicant to sign the required instruments, Hooker Creek, 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 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, without notice to: (i) terminate this Agreement without prejudice to any other rights or remedies of Hooker Creek; (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 takes possession of the Collateral or any part thereof, Hooker Creek may sell the Collateral at a public or private sale. The proceeds of such sale, after deducting all expenses of Hooker Creek 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 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 shall not constitute a termination of this Agreement or limit Hooker Creek's other legal rights and remedies. Any waiver by Hooker Creek 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 not to provide goods, equipment, tools, and vehicles 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 account signatures at the time goods, equipment, tools, and vehicles are leased or sold and by signing below Applicant authorizes its employees' to sign lease and purchase documents, waives all defenses based on lack of authority and agrees its employees' signatures on all such documents will be treated as signed documents with authority of Applicant for all purposes.

X _____ **Applicant Signature *****SIGN HERE*******

15. Hooker Creek sells and leases goods, equipment, material and vehicles 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, material and vehicles. Without limiting the generality of the foregoing, Hooker Creek 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, and vehicles 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, and vehicles and upon demand by Hooker Creek will pay to Hooker Creek the cost to repair the goods, equipment, and vehicles, or the replacement cost of the goods, equipment, and vehicles. Such payment shall be in addition to the payments required under the lease or purchase agreement.

16. If Applicant is leasing goods, equipment, and vehicles from Hooker Creek, Applicant agrees to make no alterations, modifications or additions to the goods, equipment, and vehicles. Applicant agrees to pay to Hooker Creek all costs and expenses incurred by Hooker Creek in returning such altered or modified goods, equipment, and vehicles 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), HookerCreek is entitled to recover, all costs and reasonable attorney fees in connection with the suit, action, arbitration, or any appeal.

19. 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.

20. Time is of the essence with respect to all dates and time periods in this Credit Agreement.

*******SIGN HERE*******

Dated Effective: _____

(APPLICANT)

HOOKER CREEK COMPANIES, LLC

X _____
By: _____
Its: _____

By: _____
Its: _____

GUARANTY

21. As a material inducement for HookerCreek to enter into this Agreement, HookerCreek 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 HookerCreek the full and prompt payment and performance of all of the obligations of Applicant arising out of this Agreement (the "Obligations"). Time is of the essence with respect to all dates and time periods in this Credit Agreement incorporated herein and this Guaranty. Upon HookerCreek's demand, Guarantor(s) will immediately pay and perform the then-due Obligations.

20.1 Guarantor is a principal obligor and is directly liable for the payment and performance of the Obligations. HookerCreek may exercise HookerCreek's remedies against Guarantor without making a demand, instituting an action, or exercising or exhausting HookerCreek'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.

20.2 This Guaranty will not be affected by: (i) HookerCreek's release of Applicant or any collateral that may secure the payment and performance of any of the Obligations; (ii) HookerCreek's amendment of any agreement evidencing, guaranteeing, or securing any of the Obligations; (iii) HookerCreek's waiver of a breach of a provision of any agreement evidencing, guaranteeing, or securing any of the Obligations; (iv) HookerCreek'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.

20.3 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 HookerCreek for any reason, including

but not limited to the application of bankruptcy, insolvency, or other similar laws for the benefit of creditors.

20.4 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 unless it is in writing and signed by Hooker Creek. Hooker Creek'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'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 of its right to exercise the remedy.

21. In the event of any suit, arbitration or action to enforce or interpret this Guaranty, Hooker Creek is entitled to recover, all costs and reasonable attorney fees in connection with the suit, action, arbitration, or any appeal.

*******SIGN HERE*******

Guarantor(s):

Print Name _____

Signature _____

Title _____

Date _____

Print Name _____

Signature _____

Title _____

Date _____