



## CREDIT APPLICATION AND AGREEMENT

Customer, identified below, hereby applies for credit with Northland Services, Inc. The individual executing this Agreement warrants that he/she is an owner, officer and/or director of Customer and that he/she has been duly authorized to complete this Agreement and bind Customer to the terms and conditions of this Agreement in the event NSI extends credit to Customer.

### Customer Information

#### BUSINESS ENTITY

Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tax I.D.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### OWNERS

Full Name: \_\_\_\_\_ % Owned \_\_\_\_\_  
Full Name: \_\_\_\_\_ % Owned \_\_\_\_\_  
Full Name: \_\_\_\_\_ % Owned \_\_\_\_\_  
Full Name: \_\_\_\_\_ % Owned \_\_\_\_\_

Web Page Address: \_\_\_\_\_

Business Type:  Corporation  LLC  Partnership  Individual

Ever filed bankruptcy?  No  Yes If yes, when? \_\_\_\_\_

#### BUSINESS PROPERTY

Years at present address: \_\_\_\_\_ Owned Property:  Yes  No  
Landlord Name: \_\_\_\_\_ Landlord Phone: \_\_\_\_\_

### Reference Information

#### BANKING REFERENCE

Bank Name: \_\_\_\_\_  
Branch: \_\_\_\_\_  
Account No.: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### ACCOUNTING FIRM

Firm Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### TRADE REFERENCES

Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Freight Information

Your maximum credit requirement is: \$ \_\_\_\_\_ Frequency of shipments: \_\_\_\_\_

Commodity Type(s): \_\_\_\_\_

Geographic area, check those that apply:  Southeast AK  Central AK  Western AK  Hawaii

**TERMS AND CONDITIONS**

1. Customer understands that it is NSI's policy to require full payment of all charges prior to delivery of goods and/or services and that if NSI alters said policy as to Customer, Customer shall be subject to the terms and conditions of this agreement. This agreement is understood to be strictly for business, commercial or agricultural products pursuant to 15 U.S.C. §§ 1601 et seq. and not primarily for personal, family or household purposes.
2. Customer warrants the accuracy and completeness of all information provided on the front page hereof and understands and acknowledges that NSI shall rely upon such information. If at any time subsequent to the execution of this agreement there is a change in the financial position of Customer that is both reasonably material and adverse, Customer shall immediately inform NSI of such and Customer shall not thereafter utilize credit extended pursuant to this agreement.
3. Customer hereby authorizes NSI to access credit information relating to Customer from any source whatsoever, including without limitation the banking reference and accounting firm identified on the front page of this agreement, at any time, including after credit has been extended, in order to evaluate the creditworthiness of Customer. Customer hereby authorizes and directs all people and entities identified on the front page of this agreement (bank reference, accounting firm, trade references) as well as any others who may possess information relating to the creditworthiness of Customer to fully release such information to NSI and/or its agents and representatives; to the extent any such person or entity requires written authorization before releasing such information, a photocopy of this agreement shall suffice.
4. Should credit be extended to Customer by NSI, all decisions with respect thereto shall be at NSI's sole and absolute discretion.
5. Customer agrees to pay NSI all freight and other charges for goods and/or services provided by NSI as properly invoiced by NSI in the ordinary course of business. Payment shall be due, in full, upon receipt of invoice but in no event later than thirty (30) days following the date of invoice. Interest on sums which are due but which have not been paid shall accrue at the rate of one and one-half percent (1.5 %) per month (18%) per annum until paid to NSI in full. NSI shall be authorized to apply payments received first to accumulated interest and then to the oldest charges. At NSI's discretion, any sums (including credits, refunds or property damage claims payments) that NSI owes Customer may be applied against any outstanding balance that Customer owes NSI.
6. If Customer fails to pay all freight and other charges within thirty (30) days following invoice, all such charges (including accrued interest) shall be immediately due and payable and shall be paid prior to delivery of further goods or services or further extension of credit. Under no circumstances shall an extension of credit, including additional credit, or any forbearance by NSI in requiring payment hereunder, be deemed a waiver by NSI of its rights to require immediate payment of all amounts due, or to otherwise exercise any rights NSI may have under this agreement, at law, in equity, or otherwise.
7. As further collateral for such extension of credit Customer hereby grants NSI (a) a consensual lien upon, and security interest in, all goods in which Customer has any interest whatsoever, whether as shipper, owner, manager, agent, consignee or otherwise, specifically extended to include all goods of Customer which may subsequently be in the possession of NSI for transportation or otherwise, for payment of any amounts due NSI For which Customer hereby authorizes NSI to retain, warehouse, store and/or sell, publicly or privately, without notice and at Customer's sole risk and expense, such goods to satisfy amounts due NSI; (b) a security interest in/to all property, all goods (including equipment and inventory), all accounts receivable and all deposit/bank accounts now/hereafter acquired and proceeds thereof and irrevocably authorizes NSI to file financing statements with respect thereto..
8. Notwithstanding any other provision herein, NSI shall have the right without notice and for any cause or no cause, to limit or otherwise adjust the amount of credit at any time offered or extended to Customer, to accelerate and require immediate payment of all outstanding freight and other charges (including accrued interest) owed by Customer to NSI, and/or to exercise any other rights NSI may have under this agreement, at law, in equity or otherwise.
9. Any legal fees and costs, as well as any other expense or cost including without limitation those relating to the holding, storing or selling of goods, in any way relating to the collection of amounts due NSI pursuant to this agreement shall be promptly paid or reimbursed by Customer.
10. This agreement shall continue so long as Customer continues to purchase goods and/or services from NSI and NSI continues to offer credit to Customer. Customer's obligations pursuant to this agreement shall survive termination.
11. This agreement constitutes the entire agreement as to matters addressed herein and supersedes and replaces all prior and contemporaneous agreements, understandings or communications whether written or oral. This agreement shall not be amended or modified except through a written instrument signed by both parties.
12. Any dispute regarding or relating to this agreement shall be brought in the federal or state courts located in Seattle, Washington, with the law of the state of Washington to apply and with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE, OR BECAUSE PART OF THE APPLICANT'S INCOME DERIVES FROM A PUBLIC ASSISTANCE PROGRAM OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW IS THE FEDERAL TRADE COMMISSION, 2896 FEDERAL BUILDING, 915 SECOND AVENUE SEATTLE, WASHINGTON 98174.

**CUSTOMER UNDERSTANDS THAT ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**CUSTOMER (identified on the front page):**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

-----NSI Internal Use Only-----

Maximum Credit Limit Approved: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_