





# AUTHORIZATION TO RELEASE CREDIT INFORMATION

## Credit Reference 1

Creditor Name		Account #	
Phone	Fax (required)	Email	
Address	City	State	Zip

As a holder of the above referenced credit account with your company, I (we) hereby authorize and request that a report detailing my (our) credit history with your company be forwarded to the Bryant Pipe and Supply Inc., Hood River, OR. Please be advised, this letter serves as my (our) authorization for the release of my (our) credit history information with your company. Thank you for your cooperation in this matter.

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

\_\_\_\_\_  
Authorized Signer Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Joint Applicant (if applicable) Title

\_\_\_\_\_  
Signature Date

# AUTHORIZATION TO RELEASE CREDIT INFORMATION

## Credit Reference 2

Creditor Name		Account #	
Phone	Fax (required)	Email	
Address	City	State	Zip

As a holder of the above referenced credit account with your company, I (we) hereby authorize and request that a report detailing my (our) credit history with your company be forwarded to the Bryant Pipe and Supply Inc., Hood River, OR. Please be advised, this letter serves as my (our) authorization for the release of my (our) credit history information with your company. Thank you for your cooperation in this matter.

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

\_\_\_\_\_  
Authorized Signer Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Joint Applicant (if applicable) Title

\_\_\_\_\_  
Signature Date

# AUTHORIZATION TO RELEASE CREDIT INFORMATION

## Credit Reference 3

Creditor Name		Account #	
Phone	Fax (required)	Email	
Address	City	State	Zip

As a holder of the above referenced credit account with your company, I (we) hereby authorize and request that a report detailing my (our) credit history with your company be forwarded to the Bryant Pipe and Supply Inc., Hood River, OR. Please be advised, this letter serves as my (our) authorization for the release of my (our) credit history information with your company. Thank you for your cooperation in this matter.

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

\_\_\_\_\_  
Authorized Signer Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Joint Applicant (if applicable) Title

\_\_\_\_\_  
Signature Date

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## **CREDIT ACCOUNT AGREEMENT**

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BY SIGNING BELOW, I (hereinafter occasionally referred to as "Purchaser" or "Credit Applicant") AGREE TO THE FOLLOWING TERMS AND CONDITIONS IN ORDER TO HAVE A CREDIT ACCOUNT AT BRYANT PIPE AND SUPPLY INC. and/or HOOD RIVER IRRIGATION & LANDSCAPE (hereinafter both, and either individually, referred to as "BPS"):

Purchaser shall pay all invoices in full by the 10<sup>th</sup> of the following month after purchase, and Purchaser agrees to pay a late payment charge of 1.5% per month (18% per annum) on invoices not paid when due. Past due accounts will continue to accrue monthly late payment charges until paid in full. Account payments must be made by cash or check. No credit cards (except if used at the time of purchase).

Accounts that have reached the level of 90 days past due will be put on a Cash only status. Your name will still be listed as an account, but any purchases will need to be made with cash, check, or credit card. BPS salespeople have no control to override this at the counter. Reinstatement, if any, of such accounts will be determined by management only. In addition, Credit Accounts can be terminated at any time by BPS at its sole discretion.

If the Credit Account is referred to a third-party collection agency, Purchaser agrees to pay all collection costs equal to a minimum of 35% of the principal amount due to BPS.

Prices are subject to change without notice. The amount of any BPS invoice shall be conclusively binding upon Purchaser as due unless Purchaser objects in writing within ten (10) days of invoice date.

Purchaser(s) agree that claims for shortages and/or notice of non-conforming goods must be made within 72 hours of acceptance of product. All returns of stock items must be pre-approved by BPS, accompanied by a sales receipt, and are subject to a minimum 20% restocking charge. Special orders or non-stock items may not be returned without the prior written consent of BPS. A restock charge will be computed using: (1) the distributor's restock charge, (2) Any return freight charges, and (3) 10% for BPS' handling charge based on the sale value of the returned item.

Disclaimer of Warranties: Any warranties made by the manufacturer of the products sold by BPS are those of the manufacturer only. BPS disclaims any and all warranties including those of merchantability or fitness for a particular purpose (expressed and implied) either concerning or relating to any and all goods provided or to be provided at any time in the future or concerning or relating to any other acts by or through BPS.

Suggestions for consideration: Any suggested use, maintenance and installation instructions are suggestions for consideration and BPS makes no representation or warranties concerning their use. Any of the instructions may not be suitable in some areas because of local trade practices, weather conditions or construction or landscape methods. Therefore, instructions should be used only with the independent approval of technically qualified persons.

Purchaser(s) Responsibilities: Purchaser is responsible for tying down materials on Purchaser's vehicle(s). BPS will not be liable for damage to materials or vehicles damaged in transport. Purchaser must also be sure to check their orders for accuracy before leaving the BPS yard.

Facsimile Signatures: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

Attorney Fees: If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

Venue: Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Hood River County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

Severability: If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

Entire Agreement: This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

CREDIT APPLICANT AGREES TO ALL OF THE ABOVE TERMS AND CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT IF APPLICANT IS EXTENDED CREDIT, APPLICANT WILL COMPLY WITH BPS' TERMS REGARDLESS OF THE AMOUNT OF CREDIT AUTHORIZED. BPS IS AUTHORIZED TO CONTACT ALL BANKS AND REFERENCES PROVIDED IN THIS APPLICATION.

**CREDIT APPLICANT:**

\_\_\_\_\_  
Full Company Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Authorized Signer Title

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**PERSONAL GUARANTEE:**

and \_\_\_\_\_, personally, as guarantor on behalf of the  
Business Owner or Principal  
Credit Applicant.

\_\_\_\_\_  
Address City State Zip

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**OFFICE USE ONLY**

AGREED TO BY BPS:

Amount of Monthly<sup>1</sup> Credit Authorized: \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer Title

By: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup>As determined by BPS billing cycles, not necessarily on a calendar basis.