



**Idaho Pacific Lumber Company**

PO Box 190390, Boise, ID 83719-0390

800-231-2310

Trader: \_\_\_\_\_

**CREDIT APPLICATION**

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Resale Number \_\_\_\_\_ State of Issue: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_

Line of Business \_\_\_\_\_ Year Established \_\_\_\_\_

Type of Entity: Sole Proprietorship [ ] Partnership [ ] Corporation [ ] LLC [ ] Other \_\_\_\_\_

If Incorporated: State of Incorporation \_\_\_\_\_ Year of Incorporation \_\_\_\_\_ Tax ID # \_\_\_\_\_

Key Management/Owners	Titles	Address / CSZ	% of Ownership	SSN

**Contractor's License Information**

Contractor's License Number \_\_\_\_\_ State of Issue \_\_\_\_\_ Date Expires \_\_\_\_\_

Bonding Company \_\_\_\_\_

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

Agent handling your account \_\_\_\_\_ Phone number \_\_\_\_\_

Bond Number \_\_\_\_\_ Type of account(s) \_\_\_\_\_

**Bank Reference Information (PLEASE INCLUDE ACCOUNT NUMBER)**

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

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

Bank Officer Handling Your Account \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Account Number(s) \_\_\_\_\_ Type of Account(s) \_\_\_\_\_

**Credit References**

Creditor Name	Address	City, State, Zip	Phone Number	Fax Number
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Have you ever been sued for unpaid labor or material bills? If so, please explain: \_\_\_\_\_

**TERMS AND CONDITIONS**

**BILLINGS/PAYMENTS**

Invoices for material purchased by Applicant ("Buyer") and billed to Buyer will be paid in accordance with the terms set forth herein Idaho Pacific Lumber Company, Inc. ("IdaPac"). IdaPac shall submit invoices to Buyer on at least a monthly basis, and payment to IdaPac shall be due within 30 days of the date of the applicable invoice. If an invoice is not paid in full within 30 days of the invoice date, Buyer's account shall be assessed a finance charge of 1.5% (18% annual rate) of the unpaid amount for the preceding 30-day period and each 30-day period (or portion thereof) thereafter. In addition, IdaPac shall have the right to stop shipment of any materials ordered by Buyer until all past-due amounts have been paid in full. Any discounts offered by IdaPac shall expire on the discount date. Buyer shall be responsible to pay for any discounts it receives pursuant to checks that cannot be processed by IdaPac. IdaPac shall have the right to offset past-due amounts on a project with any excess payments made by Buyer on other projects. Buyer expressly waives any right it may have to direct the application of payments to IdaPac on delinquent accounts. Payments made by credit card will be charged a 3.5% convenience fee on the total amount of the payment (including sales tax).

**ADDITIONAL PURCHASES**

Any additional purchases will be priced and sold at the prices in effect when ordered.

**RETAINAGES**

Under no circumstances does IdaPac accept retainage to be held on materials supplied. Should retainages be held on materials we supply, your account will be aged without consideration for retainage amounts and will therefore be subject to finance charges as any other past due account is subject to such charges. Should retainage amounts cause your account to become over 30 days past due, IdaPac has the right to stop shipment of materials ordered until such time as payments are brought current.

\_\_\_\_\_ Initials

**MATERIAL TAKE-OFF**

At the request of Buyer, IdaPac will utilize a third-party to perform a take-off from construction drawings in order to prepare a list of materials ("Bid List") on a project. It is Buyer's responsibility to determine with its design professionals (i.e. architects and engineers) whether the quantities, qualities, dimensions, species and descriptions of the materials included on the Bid List are sufficient for the project. No representation or warranty is expressed or implied as to the adequacy or completeness of the Bid List or to the materials included on the Bid List's compliance with local building and fire codes.

**CONTRACTOR OR FRAMER DELAYS**

IdaPac shall not be responsible for, nor liable for damages in connection with, delays caused by Buyer, owner, or any other party for which it is not responsible in connection with this Agreement or any project for which IdaPac supplies building materials or other materials to Buyer.

**ITEM-SPECIFIC DELAYS**

IdaPac shall not be responsible for, nor liable for damages in connection with, delays caused by unavailability of individual SKUs or items ordered. In the event of an individual SKU or item's unavailability, Buyer and IdaPac can agree to procure the SKU or item through other sources. Any agreement to procure a SKU or individual item from another source must be in writing as defined hereinafter. If a SKU or individual item is obtained through other sources, neither party shall be eligible for an adjustment in price.

**INDEMNIFICATION**

To the fullest extent permitted by law Buyer shall indemnify, defend, and hold harmless IdaPac and its officers, employees and agents from and against any claims, demands, losses, causes of action, expenses (including reasonable attorneys' fees) or suits of any kind or nature, whether attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property or otherwise which arise out of, result from, or are in any way related to this agreement or IdaPac's supply of building materials or other materials to Buyer to the extent not caused by the negligent acts, errors or omissions and willful misconduct of IdaPac. The provisions of this Section shall survive termination of the Agreement.

**SALES TAX INDEMNIFICATION**

IdaPac will charge Buyer all applicable taxes that IdaPac is licensed and authorized to collect for any given sale. Any additional taxes that fall outside of the scope of what IdaPac is licensed and authorized to collect will be the responsibility of Buyer. In the event the taxing authority in the applicable jurisdiction IdaPac Terms & Conditions changes tax rates or the manner by which taxes are assessed during the course of a project, Buyer agrees that it will not hold IdaPac responsible for the impact those changes create. Customer acknowledges that Idaho Pacific may deliver materials to locations different than the location listed on the contract prior to the materials' incorporation in the project. The tax rate of the place where the materials are delivered by Idaho Pacific will apply.

**WARRANTY**

IdaPac warrants the materials it supplies will conform with the agreed specifications for each order, including the grading and surfacing standards prescribed in the rules of any association or institution named therein, and be free from material manufacturing defects for a period of 12 months from the date of delivery by IdaPac ("Warranty Expiration Date"). THIS WARRANTY OR ANY OTHER WARRANTY STATED OR REFERENCED HEREIN IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED. Any and all warranties expire on the Warranty Expiration Date; and, as an absolute condition precedent of any warranty claim, IdaPac must have received written notice of all warranty claims not later than one month after the Warranty Expiration Date. IdaPac disclaims any liability for indirect, incidental, and consequential damages. IdaPac expressly disclaims any liability for actions taken by Contractor that void any manufacturer warranties assigned to Contractor or directly compromise the integrity of the materials supplied to Contractor including, but not limited to, application of fire-retardant treatments to Engineered Wood Products.

**LIMITATIONS ON LEGAL ACTIONS**

Any legal action against IdaPac in connection with the sale of goods under any legal theory must be commenced within two years of the applicable invoice date. Thereafter such suits are barred notwithstanding any other statutes of limitations.

**CLAIMS AND REINSPECTION**

CLAIMS FOR SHORTAGES, DEFECTS, NONCONFORMING GOODS, ERRORS IN SHIPMENT, OR THAT IDAPAC OVER OR UNDER SHIPPED GOODS MUST BE MADE WITHIN 20 DAYS OF RECEIPT THEREOF OR THEY ARE WAIVED. IN THE EVENT BUYER HAS FAILED TO PROPERLY CARE FOR WOOD OR OTHER MATERIALS THAT HAVE BEEN DELIVERED TO THE PROJECT BY IDAPAC, THE WOOD OR OTHER MATERIALS ARE NOT SUBJECT TO BEING RETURNED. IN THE EVENT IDAPAC ACCEPTS RETURN OF LUMBER OR OTHER MATERIALS FROM BUYER, THOSE LUMBER OR OTHER MATERIALS WILL BE CREDITED TO BUYER AT THEIR RESALE VALUE.

**LIMITATION OF LIABILITY**

The liability of IdaPac with respect to any contract or sale or anything done in connection herewith, whether in contract or tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods on which such liability is based. Neither party will be liable to the other for any lost profits, loss of data, loss of use, business interruption, diminution in value or other special incidental, indirect, punitive or consequential damages.

**FORCE MAJEURE**

IdaPac shall not be responsible for, nor liable for damages in connection with, delays in producing, procuring, or delivering material that occur after the date of this Agreement where the delay is caused by differences with or among workmen, strikes, lockouts, labor disturbances of any kind, riot, fire, earthquake, weather conditions, act of God or the public enemy, insurrection, government interference, widespread epidemic, pandemic, and/or public health emergency, national, state, or local emergency or executive order, delays in transportation, inability to secure transportation, timing of deliveries from IdaPac's vendors or suppliers, or any other cause or contingency, whether like or unlike the foregoing, of any nature beyond IdaPac's control affecting production, transportation or boarding point, loading, forwarding, or unloading at destination of the materials. In the event of delay due to one of the foregoing events, IdaPac shall be entitled to an extension of time for the date of delivery equal to the length of the delay.

**WAIVER**

No waiver by IdaPac of any breach of these terms and conditions shall constitute a waiver of any other breach of these terms and conditions.

**SECURITY INTEREST**

Buyer grants to IdaPac a security interest in the materials furnished pursuant to this Agreement to secure payment of the purchase price. Buyer authorizes IdaPac to file any documents necessary to perfect IdaPac's security interest in the materials.

**RELEASE OF BANK INFORMATION**

Applicant certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family, or household purposes. Applicant grants permission to IdaPac to contact any or all bank and trade references, as well as to receive and furnish information to credit reporting agencies, at any time before or after extending credit to Applicant, and that such bank(s) is authorized to disclose account names and numbers, changes in account names and number (including closure of any accounts), balances, and account and loan histories. IdaPac agrees that all credit and financial information provided to IdaPac by Applicant or the bank(s) will be kept confidential.

By executing this Agreement, Buyer expressly authorizes IdaPac to inquire and receive information about any and all bank accounts, credit accounts, and all other financial accounts held by Buyer at any bank, credit union, financial institution, or any other business (including but not limited to the bank and credit references set forth above). Buyer hereby authorizes and requests that its banking/lending/financial institutions, and any other business from which Buyer has a credit account, fully disclose to IdaPac any and all account information requested by IdaPac either verbally or in writing and hereby agrees to hold the disclosing entities harmless for the release of any information in accordance with IdaPac's inquiries.

Applicant acknowledges that it may receive a credit limit which may or may not be the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, even if in excess of the credit limit and further acknowledges that IdaPac will have no liability arising out of a credit limit being exceeded. IdaPac does not typically extend open or revolving lines of credit, and Buyer is responsible for full payment of any amount due and owing on Buyer's account.

**COMMUNICATIONS WITH PROJECT PARTICIPANTS**

Buyer agrees that IdaPac may communicate with other construction project participants for the purpose of account reconciliation, collection of past-due amounts owed to IdaPac, and verification of information provided to IdaPac.

**CHANGE IN OWNERSHIP OR PROJECT DETAILS**

Buyer shall immediately notify IdaPac in a writing sent by certified mail of any change in its ownership, its name, its legal structure, or, for a specific project, the project data, including, but not limited to, project owner name, general contractor, property address or legal description. IdaPac reserves the right to cancel its agreement to extend credit and to re-evaluate the credit worthiness of the Buyer under its new name, ownership, and/or structure. In the event Buyer does not notify IdaPac of the changes in ownership or project details identified in this paragraph within 7 days of the change, Buyer shall indemnify, defend, and hold harmless IdaPac and its officers, employees and agents from and against any damages, claims, demands, losses, causes of action, expenses (including reasonable attorneys' fees) or suits of any kind or nature which arise out of, result from, or are in any way related to Buyer's failure to notify IdaPac of the change.

**PREVIOUSLY EXECUTED GUARANTEES**

Any continuing guarantee executed pursuant to a prior iteration of this Agreement shall remain in full force and effect unless and until the guarantor has IdaPac in writing of its cancellation, though such cancellation shall not alter any obligation of the guarantor arising prior to IdaPac's actual receipt of such written notice.

**DISPUTES**

The Agreement between Buyer and IdaPac, including the rights and obligations of Buyer and IdaPac, shall be governed and construed in accordance with the laws of the State of Idaho. Idaho courts shall have jurisdiction over any dispute arising from the Agreement, and Buyer consents to venue of any legal action in Ada County, Idaho. Regardless of whether a lawsuit is filed, Buyer shall pay all cost and expenses, including reasonable attorney fees, incurred by IdaPac to enforce any obligation of Buyer and/or to collect any amount due to IdaPac (including via enforcement of a personal guarantee or by any other means).

**WRITING**

Where a notice, modification, or change order is required to be in writing, an email acknowledged by a representative of the other party will satisfy the writing requirement.

**PROCEDURES GOVERNING THIS CREDIT APPLICATION AND ANY QUOTATION, RECAP, PURCHASE ORDER, CONTRACTS, OR AGREEMENT**

The terms and conditions of quotation and sale of IdaPac, whether through a quotation, recap, purchase order, contract, or other agreement ("Order"), along with these Credit Terms and Conditions, shall constitute the entire agreement between IdaPac and Applicant. Formal acceptance of these Credit Terms and Conditions is required by signing the acceptance copy of the Credit Terms and Conditions and promptly returning same to IdaPac. However, notwithstanding Applicant's failure to sign these Credit Terms and Conditions, any Order or any request for or materials provided by IdaPac shall constitute Applicant's acceptance.

(a) If these Credit Terms and Conditions or any Order between IdaPac and Applicant are construed to be an offer, this offer expressly limits acceptance to the terms of these Credit Terms and Conditions and notification of objection is hereby given to any additional or different terms. If these Credit Terms and Conditions or any Order between IdaPac and Applicant are construed to be an acceptance, this acceptance is expressly conditioned on IdaPac's assent to any additional or different terms.

(b) The parts of these Credit Terms and Conditions are intended to explain each other and anything contained in one part shall be deemed to be contained in the entire these Credit Terms and Conditions. Applicant shall immediately notify Buyer if any discrepancy, difference, or conflict exists between the provisions or the parts of this these Credit Terms and Conditions. Silence of one part relative to any details shown in another part or failure of one part to depict all details covered by another part shall not be considered an inconsistency. In resolving any inconsistency between any parts of these Credit Terms and Conditions, the order of precedence shall be as follows:

- (i) Typed provisions of these Credit Terms and Conditions;
- (ii) Any provision of an Order for which materials are purchased pursuant to these Credit Terms and Conditions; and
- (iii) Any other agreements between IdaPac and Applicant pertaining to these Credit Terms and Conditions whether incorporated by reference or otherwise.

(c) These Credit Terms and Conditions contain the entire agreement of the parties and integrate, merge and supersede all prior or subsequent offers, discussions, negotiations and agreements concerning the subject matter hereof or of any Order placed hereunder and shall not be amended except in a writing signed by both parties.

(d) No contradictory or additional term contained on any form sent, delivered or produced by Applicant or any agent thereof, shall become a part of these Credit Terms and Conditions any other agreement between IdaPac and Applicant. You are hereby notified that IdaPac objects to any such contradictory or additional term. Typographical errors are subject to correction

**ACCEPTANCE OF TERMS AND CONDITIONS**

Buyer hereby states that it has read, in its entirety, the terms and conditions set forth in this Agreement. Buyer understands that all of the terms and conditions set forth in this Agreement will apply to any and all purchases made by Buyer from IdaPac. Buyer hereby accepts all of the terms and conditions set forth herein, and the individual signing this Agreement on behalf of Buyer expressly represents and warrants that he/she is an authorized officer of Buyer having express authority to sign this Agreement on Buyer's behalf and to thereby bind Buyer to the terms and conditions set forth in this Agreement.

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Date	Signature (must be a company officer)	Please Print Name and Title
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**PERSONAL GUARANTEE**

To induce Idaho Pacific Lumber Company, Inc. ("IdaPac") to extend credit to the above named Applicant and in consideration thereof, the undersigned, jointly and severally, unconditionally personally guarantee the obligations of Applicant to IdaPac, including but not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This shall be an open, unlimited and continuing guarantee in effect until the undersigned has notified IdaPac in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit including but not limited to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representatives of the undersigned. The Idaho courts shall have jurisdiction over any dispute arising from this agreement, and the undersigned consents to venue of any legal action in Ada County, Idaho.

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Date	Signature (must be a company officer)	Please Print Name and Title
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