



Confidential Credit Application

TERMS: NET 30 DAYS

Company (d/b/a):
Legal Name:
Billing Address:
(City, State, Zip)
Physical Address:
(City, State, Zip)

Telephone ()	Fax ()
Web Site:	
Contact for Accts. Payable:	
Direct Line ()	Email:
Tax ID # _____ (send copy)	M.C. # _____ (send copy)
Nature of Business:	Number of years in business:

OWNERSHIP

_____ Corporation _____ Private (name of principal, below)
_____ Partnership _____ Proprietorship _____ Individual
Name (President/Owner):
Address:
Name (Vice-President/Co-Owner):
Address:

BUSINESS REQUIREMENTS

Dispatch Method:
___ Purchase Order ___ Pre-Notification
___ Email ___ Other _____
Preferred Billing:
___ EDI ___ Web ___ Electronic Email
___ Mail ___ Other _____
Payment Options:
___ Check ___ Wire ___ ACH ___ Credit Card

(Attach additional pages, if necessary)

CREDIT REFERENCES

Bank Name:	Telephone ()	Fax ()
Bank Address:	Account Representative:	
Checking Account #	Savings Account #	Loan Account #

Name:	Telephone ()	Fax ()
Address:	City:	State: Zip:
Name:	Telephone ()	Fax ()
Address:	City:	State: Zip:
Name:	Telephone ()	Fax ()
Address:	City:	State: Zip:
Name:	Telephone ()	Fax ()
Address:	City:	State: Zip:

MAIL or FAX

To expedite the processing of this application you may fax your completed application to the number listed below, however, the signed original must follow by return mail to the address listed below.

Eagle Intermodal Services
P.O. Box 2177
Wenatchee, WA 98807-2177

FAX (509) 665-4262
Attention: Credit Manager

OFFICE USE ONLY

ESI Rep _____
ESI Loc _____
M/A/R _____
Date Received _____
Date Completed _____

(Continued)



BUSINESS CREDIT ACCOUNT AGREEMENT

- I. **Account:** We, Eagle Intermodal (the Seller) have offered to sell products and related services; you (the Buyer) have chosen to apply for this Business Credit Account for your business use and to purchase merchandise and services on open account under the terms of this agreement.
- II. **Terms:**
 - A. **Billing Terms:** You agree that if an Account is opened pursuant to this agreement, the Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, you agree to accept our billing system invoice accounting for all purchases on said Account. Seller's invoice number will be the reference number used for billing purchases to identify purchases and transactions of services. Upon establishment of an Account, you agree to pay, at such place as we designate, in accordance with the billings, the then current payment schedule amounts for the use of this Account, and all applicable charges which may then be in effect.
 - B. **Payment Terms:** Until we shall give written notice to you of a change therein, our terms are net 30 days. All invoices are to be paid in full thirty days from invoice date. We do not agree to defer payment or collection beyond this date and may take action to enforce our rights, regardless of any Late Charges or partial payments that may be made.
 - C. **Late Charges:** Whenever the entire payment, as described above, is not paid when due, you will be assessed a Late Charge on the unpaid portion of the balance due, at a monthly rate of 1 1/2%, (18% per annum), or the maximum rate permitted by applicable law, whichever is less, beginning as of the invoice date and continuing until paid in full.
 - D. **Application of Payment:** Unless otherwise directed, payments will be applied against matching open invoices on the aged receivables, or if not possible, against open invoices in order of age, with any remaining payment held as a general credit against unpaid invoices.
- III. **Default:** If you do not pay the balance when due or breach any other terms of this Agreement, we may

- demand the entire unpaid balance to be paid immediately and, as provided by law, commence any legal action for collection of the balance due. We may also pursue other legal action deemed necessary or appropriate with respect to the Account. You agree to pay reasonable attorney's fees and court costs. You consent and agree that all legal proceeding related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and you consent and agree that the jurisdiction and venue for such proceeding shall lie exclusively with Chelan County.
- IV. **Changes in Terms:** You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms (such as non-sufficient check charges), as may be authorized by law. Any such amendments will apply to the then existing balance of your Account.
- V. **Credit Capacity:** You give us the right to investigate your business and/or personal credit capacity, bank references, and credit history. We are authorized to furnish information about the Account and you to credit reporting agencies and others who may lawfully receive this information.
- VI. **Cancellation:** We and you have the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. You remain obligated to pay for any balance existing prior to cancellation.
- VII. **Assignment:** We reserve the right to assign all or part of the terms and/or conditions of the Agreement at any time, without prior notice to you.
- VIII. **Conditions of Sale:** You agree that any purchase under this Agreement will be subject to the terms and conditions found in our invoices or order forms, and that the terms set out in any different form shall not apply, even though the form may be submitted to or accepted by us as evidence of the order.
- IX. **Entire Agreement:** This is our entire Agreement. No changes can be made except in writing, signed by an authorized representative of Seller.

NOTICE TO BUYER: WE RESERVE THE RIGHT TO REQUEST AN INDIVIDUAL, PERSONAL GUARANTY IF THE CREDIT INVESTIGATION WARRANTS THIS REQUEST.

I have read and understand these terms as stated above, and agree to payment according to these terms. I certify that all the information on this form is correct to the best of my knowledge.

Applicant Signature

Title

Date

Print Name

Company Name