



**METRO**

## **Credit Application Package For a Latex Paint Account**

Thank you for your interest in a credit account with Metro. Attached is the documentation necessary to apply for a credit account. The application must be completely filled out and signed by an authorized signer of your company. The personal guaranty or guaranties have to be notarized. A company must obtain a positive credit history of one year with their trade references before being considered for a credit account with Metro.

The terms of credit accounts are fully outlined in the attached section 5.02.060 of the Metro Code.

**If your company is a corporation, all stockholders owning 10% or more of the company's stock must sign and submit a personal guaranty form. If you cannot provide a personal guaranty, your company must attach the most recent financial statements.**

For questions, please call 503-797-1896, and ask for the credit manager.

### **Mail completed credit application to:**

Metro  
Credit Management  
600 NE Grand Avenue  
Portland, Oregon 97232

Thank you for your interest in a credit account with Metro. We look forward to doing business with you.

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# LATEX CREDIT APPLICATION

NOT VALID UNTIL SIGNED BY AUTHORIZED METRO PERSONNEL

DATE: \_\_\_\_\_

The following information is provided for the purpose of obtaining credit and, if granted, continuing to maintain credit from Metro. Metro is authorized to contact the references listed below and any other source of credit information that Metro deems reasonable for the purpose of gathering credit information related to this application and disseminating credit information pursuant to credit inquiries.

THE PERSON(S) SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF.

**Business Information:**

Exact Legal Name of Business: \_\_\_\_\_

Phone: (\_\_\_\_) - \_\_\_\_\_ Fax Number: (\_\_\_\_) - \_\_\_\_\_ Email \_\_\_\_\_

Billing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date Business Established: \_\_\_\_\_ Business Registry Number: \_\_\_\_\_

**Legal Status:** Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**If Incorporated:** State of Incorporation: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

Accounts payable contact name \_\_\_\_\_ Phone (\_\_\_\_) - \_\_\_\_\_ Fax (\_\_\_\_) - \_\_\_\_\_

Email \_\_\_\_\_

<u>OWNER/OFFICERS NAME(S)</u>	<u>TITLE</u>	<u>SSN</u>	<u>HOME ADDRESS</u>	<u>HOME PHONE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Anticipated credit usage per month \$ \_\_\_\_\_ (If over \$15,000 attach Financial Statement)

Type of Business: \_\_\_\_\_ Business License Number: \_\_\_\_\_

Do you do business within the Portland city limits? Yes \_\_\_\_\_ No \_\_\_\_\_

LIST OF ALL FRANCHISES CURRENTLY HELD, IF ANY: \_\_\_\_\_

**Credit/Trade References:**

Name	Address	City/State/Zip	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**Vehicle Identification:**

Identify all vehicles that you request be billed to your account: (If the space provided is insufficient, please attach separate sheet)

Vehicle Description	License No.
1. _____	_____
2. _____	_____
3. _____	_____

**Conditions of Credit:**

**The undersigned agree(s) as follows:**

1. In the event that the applicant(s) is/are (an) individual(s) or is a partnership, the signing of this agreement shall constitute authorization under the Fair Credit Reporting Act for Metro to utilize consumer credit reporting agencies to provide reports on said individual(s) or partners in order to permit Metro to appropriately evaluate the extension of any business credit to the applicant.
2. This application is a request to obtain latex paint and/or latex paint disposal services on an account basis. Any services provided by Metro to the applicant on credit shall **not** be used for personal, family or household use. No loans are being extended under this arrangement. All accounts are due and payable to Metro Unit 20, PO Box 4500, Portland, OR 97208-4500. All payments may be applied against open charges in the sole discretion of Metro; except against those open charges for which there is a good faith dispute.
3. If monthly credit in excess of \$15,000 is requested, a copy of the undersigned company's most recent financial statement is attached to this application.
4. Latex paint purchases and disposal on a credit basis under this agreement is controlled by the credit policy for Metro Waste Disposal Facilities, which is subject to revision. On behalf of the individual or business entity entering this agreement, I acknowledge receipt of a current copy of that credit policy.
5. All disposal charges are due and payable on or before the due date as shown on each monthly billing statement issued by Metro. Failure to pay on the due date of each billing statement shall deem the account to be delinquent. Pursuant to Metro's credit policy, failure to pay account charges when due will result in assessment of finance charges (1.5% per month), and it may result in suspension of credit, and/or denial of access to Metro disposal and latex facilities.
6. This agreement may not be transferred or assigned without prior written approval from Metro. A successor in interest to this agreement shall be liable for all charges incurred under this agreement, including charges incurred prior to the date of transfer. In addition, any individual(s) providing a personal guaranty to obtain credit under this agreement shall continue to be liable for all charges incurred under this agreement, even charges incurred after the date of transfer, until Metro receives written notice that the transfer has occurred.
7. This agreement shall not be affected by any change in the composition, form, or legal organization of the applicant's business.
8. Should the account, established under this agreement, become delinquent, applicant will pay costs of collection, including collection agency fees. If litigation is instituted to enforce this agreement or collect the account, the prevailing party shall be entitled to costs, disbursements, and attorney fees, in trial court and on appeal. All legal actions related to this agreement shall be decided exclusively by a court of competent jurisdiction in Multnomah County, Oregon, under Oregon law.
9. Metro may terminate this agreement at any time, upon notice to the applicant or successor in interest.

**The undersigned certifies as follows:**

1. The information set forth in, and submitted with, this application is true and accurate.
2. I agree to provide notice to Metro of any change in the information set forth in or submitted with this application, at the time such changes occur.
3. I am the applicant or an individual authorized to make this application and bind the applicant as specified herein. I fully understand the contents of this document, and understand that once it is signed by an authorized representative of Metro, it is binding upon each party's heirs, executors, administrators, successors, assigns, parent corporation, and affiliates of whatever nature.

Submitted by: \_\_\_\_\_  
(Print or type the full exact legal name of applicant)

Signature: \_\_\_\_\_  
(Signature and title of person authorized to sign on behalf of the applicant)

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

Based on the information submitted by the applicant and in consideration of the above promises, credit is granted to the applicant on the terms specified herein and in Metro Code Section 5.02.060.

\_\_\_\_\_  
(Signature - Metro Credit Manager)

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

# Continuing Personal Guaranty

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Name of Company for which Guaranty is  
Extended (herein "Company")

In consideration for the extension of credit by Metro to the Company, Guarantor makes the following guaranty:

I personally guarantee and bind myself to pay to Metro, on demand, any sum that the Company is obliged to pay Metro and has failed to pay. I understand that regardless of the ownership of the Company, I will continue to be liable under this guaranty until Metro receives written notice from me terminating this guaranty.

Termination of this guaranty shall not extinguish my obligation to pay charges incurred prior to termination. I hereby waive notice of default, nonpayment and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

\_\_\_\_\_  
Guarantor (Type or print name)

\_\_\_\_\_  
(Signature of Guarantor)

\_\_\_\_\_  
**REQUIRED** - (Social Security No. of Guarantor)

\_\_\_\_\_  
Guarantor's Address, City, State, Zip

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
**(Notary) (Witness) - REQUIRED**

\_\_\_\_\_  
Notary's/ Witness' Address, City, State, Zip

## **Criteria for Waving the Personal Guaranty**

As a credit management procedure, Metro requires a personal guaranty from all profit businesses. However, some incorporated entities, especially larger ones, in certain instances cannot provide a personal guaranty, in which case Metro would wave the personal guaranty and instead require financial statements to determine the financial condition of the company.

CEG (Conditional Exempt Generator) customers and non-profit accounts are exempt from the required personal guaranty.

### **Criteria for approving a credit account without a personal guaranty:**

1. Have satisfying credit report
  - Days beyond terms must be under 10
  - Number of collection accounts must be zero
  - Overall credit score not lower than 70%
2. The three trade references must be positive, and show “prompt” or “within terms” payments.
3. Company must have a credit history of at least one year.
4. Balance sheet must show that the company can meet its short-term obligations. The customer must have an adequate surplus of current assets in order to meet their current liabilities.

*(Effective September 1, 2008)*

## **Solid Waste Credit Account Policy - Metro Code Section 5.02.060**

- (a) Disposal charges, including all fees and taxes, may be paid at the time of disposal in cash, by credit card, or by check, or may be paid under Metro's credit policy. No credit shall be granted to any person prior to approval of a credit application in a form or forms provided by Metro.
- (b) Metro's Chief Operating Officer shall establish and maintain appropriate account requirements for new and existing accounts, which requirements shall be designed to diminish Metro's risk of loss due to nonpayment. Existing account holders may be required to make new application for credit or provide additional guarantees, as deemed necessary or prudent by Chief Operating Officer.
- (c) Account charges shall accrue on a monthly basis. Metro will mail statements on or about the 10<sup>th</sup> day of the month for disposal services rendered in the prior month. A statement must be paid no later than the last business day of the month in which it is mailed; the statement will be considered past due thereafter. A payment shall under no circumstances be considered received by Metro unless it is delivered personally to the Metro Department of Finance and Administrative Services during business hours or, if delivered by mail, received in Metro's mail room on or before the due date.
- (d) A finance charge in the amount of the greater of \$25 or 1.5 percent of the sum of all past due charges shall be assessed on all unpaid, past due charges commencing as of the 15<sup>th</sup> day of the month following the month in which a statement is mailed, and continuing on the 15<sup>th</sup> day of each month thereafter until paid. Finance charges will be assessed only on unpaid past due balances, and not on previously assessed finance charges. Finance charges will continue to be assessed on negotiated repayment schedules. Payments will be applied first to finance charges and then to the oldest amount past due. In addition to any other finance charge or fee, any account that has been forwarded to any collection agency for collection will also be charged a collection fee in the amount of 30% of the past-due balance owing at the time of collection.
- (e) An account that is 15 days past due, as defined in 5.02.060(c), may be placed on a cash only basis, until all past due disposal and finance charges are paid. An account that has been placed on a cash only basis more than twice during any 12-month period may be closed. Facility access may be denied to a person whose account is past due and unpaid for 30 days. A decision to place an account on a cash only basis or deny facility access shall be at the discretion of the Chief Financial Officer.
- (f) An account customer that sells, terminates, or makes a substantial change in the scope of its business after its application for credit has been approved must notify Metro immediately. Failure to provide the notice required by this subsection may result in termination of credit at Metro facilities pending reapplication for credit.
- (g) The Department of Finance and Administrative Services may adjust accounts receivable and reverse finance charges in accordance with prudent credit practices. Adjustments over \$1,000 shall be reported to the council in writing on a monthly basis.
- (h) The Chief Operating Officer may end pursuit of an account receivable, consistent with prudent credit practices, when the likelihood of collecting does not justify further collection costs. Such action shall be reported to the council in writing on a monthly basis when the amount exceeds \$1,000 and amounts over \$10,000 shall require council approval.