

**FAST WAY FREIGHT SYSTEM, INC.**

P.O. Box 40142, Spokane, WA 99220 \* 1001 N. Havana Street, Spokane, WA 99202

Telephone: (509) 534-9351 \* Fax (509) 534-6975 \* Toll Free (800) 531-9351

[www.fastwayfreight.com](http://www.fastwayfreight.com)**CREDIT APPLICATION**

<b>Business Name:</b>	<b>d/b/a:</b>	<b>Phone:</b>
<b>Mailing Address:</b>	<b>City:</b>	<b>State:</b>
<b>Billing Address:</b>	<b>City:</b>	<b>State:</b>
<b>Shipping Address:</b>	<b>City:</b>	<b>State:</b>

Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Corporation <input type="checkbox"/>	Years in Business:	Amount of Credit Requested \$:
Federal Tax ID #:	Contractor's License #:	State:
Contractor's Bond #:	Surety Co:	Zip:

Have you ever had an account with Fast Way Freight System, Inc.? ☐ Yes ☐ No If yes, under what name? \_\_\_\_\_

Accounts Payable Contact Information:

Name:	Title:	Phone:	Fax:
Acknowledgement Fax:	Invoice Fax:		

As applicable, list name(s) and title(s) of Corporate Officers, Partners, or Owners:

Name:	Title:	SS#:
Address:	City:	State:
Name:	Title:	SS#:
Address:	City:	State:
Name:	Title:	SS#:
Address:	City:	State:

**TRADE/CREDIT REFERENCES**

Name:	Phone:	Fax:
Address:	City:	State:
Name:	Phone:	Fax:
Address:	City:	State:
Name:	Phone:	Fax:
Address:	City:	State:

**BANK REFERENCE**

Bank Name:	Contact:	Phone:
Address:	City:	State:
Account Number (s):		Zip:

**CREDIT RELEASE AUTHORIZATION:** THIS APPLICATION IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT. FAST WAY FREIGHT SYSTEM, INC. WILL RELY ON THIS INFORMATION AND ITS VERIFICATION TO EXTEND CREDIT TO THE APPLICANT. FURTHER, APPLICANT AUTHORIZES FAST WAY FREIGHT SYSTEM, INC. TO MAKE CREDIT INQUIRIES AND TO VERIFY ANY/ALL INFORMATION DEEMED NECESSARY TO EVALUATE THIS REQUEST, INCLUDING OBTAINING BUSINESS AND/OR PERSONAL CREDIT REPORTS, AND CONTACTING APPLICANT'S BANK FOR ACCOUNT INFORMATION. THIS FORM MAY BE REPRODUCED OR PHOTOCOPIED AND A FAXED COPY SHALL BE EFFECTIVE CONSENT AS AN ORIGINAL.

**INDEMNITY AGREEMENT:** Customer shall indemnify, defend, save, and hold harmless Fast Way Freight from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) to Fast Way Freight's legal counsel, suffered or incurred by Fast Way Freight as a result of any lawsuit, action, or proceeding that is commenced or threatened against Fast Way Freight by any third party, specifically including a customer of customer alleging any claim relating to Fast Way Freight's services to customer, breach of warranty, personal injury, or any other type of damage whatsoever.

**TERMS OF SERVICES AND CREDIT AGREEMENT:** All parties hereby agree that all services provided are subject to the following terms and conditions and any terms and conditions stated on any warranty or invoices:

1. All services will be "Cash In Advance" until Credit Application is approved. For purposes of this agreement, the applicant will be referred to as "customer."
2. If customer fails to pay any invoices when due, customer agrees to pay a late charge of one and one-half percent per month or the maximum rate allowed by law (whichever is less), on any past due balance. Amounts are "paid" when they are physically received by the creditor, and not when they are deposited in the mail.

3. Should customer default in any payment(s), Fast Way Freight System, Inc. ("Fast Way Freight") shall have the right, without notice to the customer, to declare all invoice amounts due and payable, and may, at its option, suspend customer's account, place account on a cash basis and terminate or discontinue deliveries until all past due payments are made and adequate assurance of customer's financial ability to perform all of its obligations to Fast Way Freight is received.
4. The undersigned customer is obligated to pay for all services regardless of whether customer receives any payment due him for subsequent services provided.
5. Customer agrees to pay to Fast Way Freight, upon demand, all costs and expenses, including, without limitation, all attorneys' fees and court costs incurred by Fast Way Freight, in connection with the enforcement or collection of customer's account. All such costs and expenses shall bear interest at the rate of eighteen percent (18%) per annum. This provision shall apply whether or not a lawsuit is commenced in bankruptcy court or on appeal.
6. This agreement shall be governed by the internal laws of the State of Washington. Venue for any action or suit brought against customer by Fast Way Freight may be brought in any court located in Spokane County or where the customer resides, at the option of Fast Way Freight.
7. Fast Way Freight and customer hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which Fast Way Freight and customer may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. Fast Way Freight is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

IN WITNESS WHEREOF, customer has duly executed this Credit Release Authorization, Indemnity Agreement, and Terms of Services and Credit Agreement as of the date set forth next to customer's signature.

<b>Signature:</b> <b>By:</b> _____ <b>Its:</b> _____	<b>Date:</b> _____
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### GUARANTY

In consideration for Fast Way Freight extending credit to the customer, and as a condition precedent to the approval and acceptance of the customer's application for credit, the guarantor(s), jointly and severally, unconditionally promise and guarantee the payment of any sum or balance that may accrue to Fast Way Freight, its successors or assigns.

This guaranty is absolute, unconditional, continuing, direct, and an immediate guaranty of payment and not just of collection and is not conditioned upon or limited by or in any other way affected by (a) any attempt by Fast Way Freight to pursue rights against customer; (b) any attempt by Fast Way Freight to pursue its rights against any of the customer's real or personal property; (c) any action taken or not taken by Fast Way Freight; (d) the invalidity or unenforceability of any provision of the Terms of Services and Credit Agreement; or (e) any defense asserted or claimed by customer with respect to customer's obligations, including, but not limited to, failure or lack of consideration, breach of warranty, fraud, payment, accord and satisfaction, statute of frauds, bankruptcy, insolvency, or statute of limitations. The obligations of guarantor under this guaranty shall not be subject to any counterclaim, set off, reduction, or defense based upon any claim that guarantor may have against customer or Fast Way Freight.

The guarantor will pay the attorney's fees and cost, collection fees and commissions (commission amount not to exceed 50% of the amount unpaid), court costs and any other expenses incurred (whether such fees, costs and expenses are incurred before an action or proceeding is filed, before trial, or after trial) by Fast Way Freight or any of its affiliates prior to, during, on appeal from or after any action or proceeding for the enforcement of this guaranty agreement, regardless of whether an action or proceeding is commenced. Without limiting the generality of the foregoing, guarantor will pay any attorney's fees or costs of Fast Way Freight or any of its affiliates incurred in connection with any bankruptcy case or proceeding of guarantor or customer. Each guarantor waives any and all defenses by reason of any extension of time granted for payment of the obligation by customer, or by taking or releasing any collateral of the customer.

The incurrance of any one or more of the following events shall constitute an "Event of Default" under this guaranty: (a) the failure of guarantor to pay any of guarantor's obligations; (b) the failure of guarantor or the customer to perform, observe, or comply with any agreement, covenant, or promises made under this guaranty or under the terms of the Terms of Services and Credit Agreement; (c) the appearance of any Event of Default under the Terms of Services and Credit Agreement; (d) the determination in good faith by Fast Way Freight that a material adverse change has occurred in the financial condition of customer or guarantor; (e) the determination in good faith by Fast Way Freight that any security for customer's obligations is inadequate; (f) the determination in good faith by Fast Way Freight that the prospect of payment of any guarantor's obligations is not impaired for any reason; or (g) the death of customer or any guarantor who is a natural person.

This guaranty binds and inures to the benefit of the parties and their heirs, successors and assigns. This guaranty agreement shall be governed by the internal laws of the State of Washington, with reference to conflicts of laws rules.

In the event of default by the customer, and at the election of Fast Way Freight, venue for any action or suit brought against customer by Fast Way Freight may be brought in any court located in Spokane County or where the customer resides, at the option of Fast Way Freight.

Fast Way Freight shall not be required to exhaust any remedy against the customer prior to proceeding against the guarantor. Guarantor waives any presentment, demand or performance, notice of nonperformance, notice of services provided, delivery of services, nonpayment at maturity, extension granted, protest, notice of protest, notice of dishonor, notice of acceptance of this guarantor and/or the notice of creation of additional indebtedness.

Fast Way Freight and customer hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which Fast Way Freight and customer may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. Fast Way Freight is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

This guaranty imposes significant legal liability upon the guarantor. The undersigned has carefully read the foregoing continuing absolute and unconditional guaranty and fully understands the content thereof.

I hereby consent to the grant of the guaranty in the above Guaranty.

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

IN WITNESS WHEREOF, guarantor has duly executed this guaranty as of the date set forth next to guarantor's signature.

<b>Signature:</b> <b>By:</b> _____ <b>Individually</b>	<b>Date:</b> _____
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