

CREDIT AGREEMENT

Customer seeks to hire **ABC Legal Services, Inc.**, a Washington corporation (“ABC”) on an open account to provide Services in line with its business practices. Customer executes this “Agreement” and provides the following information with the knowledge and understanding that ABC will rely on said information in determining whether to extend credit to Customer.

Customer:

Business Address:

Business City: _____ | **State:** _____ | **Zip:** _____

Business Phone No.: _____ | **Fax No.:** _____

Account Payable Contact: _____ | **E-mail:** _____

Type of Organization (Please check one): Sole Proprietor; Partnership; Corp.; LLC

State of Incorporation, if applicable: _____ | **Years in Business:** _____

Fed Tax ID No.: _____ | **Projected Monthly Credit Requirements:** \$ _____

Name of Principal Officer/Owner: _____ | **Bar #:** _____

Residential Address:

Residential Phone No.: () _____ | **E-mail:** _____

Terms: Customer warrants and represents that the information provided herein is true and correct. In consideration for the extension of credit, Customer shall: (1) pay interest at the rate of one and one-half percent (1 ½ %) per month, or the maximum legal rate if lower, on all invoices/billing statements not paid within 30 days of the date of the invoice/billing statement; (2) pay all costs and actual attorney’s fees in the event that collection efforts become necessary; (3) pay thirty dollars (\$30.00) for all returned checks. Customer agrees to abide by the terms and conditions contained herein and contained in ABC’s invoices/billing statements.

Termination. This Agreement is for an indefinite period of time and may be terminated by either party for any reason upon 30 days advance written notice. If Customer terminates this Agreement, Customer shall pay ABC for any services provided through the date of termination.

Cancellation. Customer may cancel an order at any time at no charge, unless there has already been a Milestone Event in the life of the order, in which case the order will be billed at full rate. Milestone Events are determined at the sole discretion of ABC. A Milestone Event includes, but is not limited to, filing of the order with the court or the first attempt by a process server on an order.

Fee Advancement. Customer may be approved for court fee advancement at the sole discretion of ABC. Any fees advanced by ABC for Customer will incur a 10% monthly interest rate (with a \$2.50 minimum) in addition to any standard fee advancement charges.

Injuries-Damages: ABC shall use reasonable and ordinary care in performing the Services, but shall not be liable for incidental or consequential damages.

Jurisdiction and Venue: Customer agrees, despite the location of its primary place of business, that this Agreement shall be construed in accordance with the laws of the State of Washington and any action hereunder must be maintained in King County, Washington.

Third Party Payment: Customer agrees that it is liable for payment for any Services rendered by ABC under this agreement, and non-payment or slow-payment by third parties (including customers or clients) to Customer does not alter this obligation.

Assignments: Customer shall not assign its rights hereunder without ABC’s prior written consent, nor shall this Agreement be assignable by operation of law.

Financial Information: Customer agrees that in its efforts to determine credit-worthiness or for any other reason ABC may obtain credit information about Customer through any credit reporting company or any other means.

Severability: If any provision in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

Incorporation by Reference: This Agreement incorporates the terms and conditions contained within ABC's invoices/billing statements. Other than future invoices/billing statements submitted to Customer, this Agreement constitutes the entire Agreement between the parties and shall not be amended except by a writing signed by all parties. This Agreement shall be binding upon all parties, successors, heirs and assigns.

Corporate Authorization: Each individual executing this Agreement on behalf of a corporation, limited liability company, partnership or other business entity (collectively referred to as "company"), represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company in accordance with a duly adopted resolution and that this Agreement is binding upon said company.

Fax/Electronic Signature: A scanned and/or electronic facsimile of this Agreement bearing Customer's signature shall have the same force and effect as the original of such Agreement bearing Customer's original signature.

I HAVE READ, UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS DESCRIBED ABOVE.

SIGNED: _____ DATE: _____

PRINT NAME: _____ POSITION: _____

Continuing Guarantee

In consideration for extending credit to the Customer, I/we hereby agree to provide an unconditional, irrevocable and continuing guarantee of Customer's indebtedness to ABC Legal Services. I/We agree that this continuing guarantee shall not be affected by the Customer's filing of a voluntary or involuntary petition of bankruptcy, or the making of an assignment for the benefit of creditors. ABC Legal Services shall not be bound to exhaust its recourse, nor to pursue its lien rights or take any action against Customer or upon any collateral ABC Legal Services may hold before being entitled to payment by Guarantor(s) of all amounts hereby guaranteed, but may make such demands of either or both Guarantors and take such action as ABC Legal Services deems advisable. I/We hereby waive notice of default or nonpayment and agree to abide by all the current and future standard credit terms and conditions. If this Guaranty is signed by two or more persons, their obligations shall be joint and several.

Date: _____ Guarantor: _____
(Printed Name)

Date: _____ Guarantor: _____
(Printed Name)