



# MADDEN

INDUSTRIAL CRAFTSMEN

## CREDIT APPLICATION

Name of Business

Billing Address

City  State  Zip  Phone

Contractor's License No.  Bonding Co.

Federal Tax Identification Number:  Website

Corporation →  Parent  Subsidiary  Division Date Incorp.  Parent

Partnership  Proprietorship Type of Business

Number of years in Business?  Business Location →  Owned  Leased  Rented

Person responsible for Accounts Payable

Email Address

Phone  Fax

### ➤ Individual or Proprietorship

Name of Applicant  Social Security No.

Residential Address

City  State  Zip  Res.#

Birthdate  Spouse's Name

### ➤ Partnership

Name of Partner  Social Security #

Residential Address

City  State  Zip  Res.#

Name of Partner  Social Security No.

Residential Address

City  State  Zip  Res.#

➤ Corporation

Name of Applicant  Title

Corporate Address

City  State  Zip  Res.#

Bank  Branch  Phone

Address

Bank's Rep  Acct #

Credit Limit Requested  Financial Statements Attached  Yes  No

☞ Credit References ⇒⇒⇒ (Minimum of 3)

Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

☞ Personal References

Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**TERMS AND CONDITIONS:**

1. As used in this Agreement: "Contractor" means Madden Industrial Craftsmen, Inc. in Oregon and Madden Industrial Craftsmen Washington, LLC in Washington; "Customer" means the entity or entities ordering employees from Contractor as described in Section 2 of this Agreement. If more than one Customer, their obligation to Contractor is joint and several; "Employee" mean the workers Contractor provides to Customer under this Agreement.
2. Contractor is an employee staffing company providing workers to Customer on a temporary basis in Oregon pursuant to ORS 656.850 and OAR 436-050-0420 and in Washington pursuant to RCW 50.04.245.
3. This Agreement constitutes the entire agreement between the parties and no oral or written communication or agreement of any kind is binding upon the parties. This Agreement may not be modified except in writing signed by all parties.
4. Customer shall determine the start and end date of each assignment of an employee by Contractor.
5. Customer shall pay for a four-hour daily minimum per employee. Overtime pay applies if the employee works over eight hours per day, over 40 hours per week and hours worked on the following holidays: New Year's Day; Memorial Day; Labor Day; Independence Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Customer shall pay overtime if an employee has reached the level requiring overtime with another customer.
6. Time is of the essence of this Agreement. Payment from Customer is due no later than ten days from the date of each invoice.

7. Customer agrees that any late payment is subject to a late fee of 1.5% per month. If Customer fails to pay any sum when due or fails to perform any other obligation imposed on Customer by this Agreement, Contractor may, in addition to any other remedy allowed by law or equity, cease providing employees to Customer.
8. If a lien, claim or action is filed by Contractor, Customer agrees to pay all costs necessary to satisfy and discharge the lien, claim or action including, without limitation, attorney fees, filing fees and costs. If Contractor incurs collection costs or attorney fees due to failure of Customer to pay when due or timely perform any obligation, Customer shall pay, immediately on demand, Contractor's reasonable attorney fees, collection costs, and all expenses incurred by Contractor in collection of sums due, even though no suit or action is filed. If suit is instituted, the prevailing party shall be entitled to recover, in addition to any other relief awarded: (a) the prevailing party's reasonable attorney fees; (b) other fees, costs and expenses of every kind incurred in connection with the litigation or appeal; and (c) costs incurred in the collection of the award or the enforcement of the order. The prevailing party is the party succeeding on claims having the greatest value or importance as determined by the court.
9. Customer acknowledges that Contractor has incurred considerable expense for recruiting, training and retaining its employees and has a protectable interest in its employment relationship with them. Customer agrees that it shall not, directly or indirectly (such as through another agency or service) solicit, offer or hire an employee of Contractor or one who has, in the last six months, been an employee of Contractor for a period of six months following the end of the employee's assignment with Customer or suggest, request or encourage the employee to curtail, reduce or terminate their relationship with Contractor. Contractor and Customer agree that these restrictions are reasonable to protect Contractor's interests. Because damages for an actual or threatened breach of this provision would be difficult or impossible to ascertain, it is agreed that Contractor may obtain injunctive relief against Customer enjoining the breach or threatened breach.
10. Customer represents and warrants to Contractor that its work site complies with all applicable laws and regulations including, without limitation, OSHA. Customer shall provide safety equipment, clothing or devices necessary or required by applicable laws and regulations to employees provided by Contractor. Customer shall indemnify, defend and hold Contractor and its shareholders, owners, directors, officers, employees and agents harmless from any and all claims, damages or penalties arising out of Customer's breach of this provision, which shall survive termination of this Agreement.
11. Contractor's employee is assigned to Customer on the basis of a particular job description and shall not change jobs or job duties without Contractor's prior written approval, which may be withheld in its discretion. Customer agrees that an employee shall not operate machinery, equipment or vehicles not fully covered by Customer's liability and property damage insurance. Customer agrees to indemnify, defend and hold Contractor and its shareholders, owners, directors, officers, employees and agents harmless from any and all claims related thereto, which shall survive termination of this Agreement.
12. Customer accepts full responsibility for the method and manner of the employee's work, finished products and completed operations.
13. Contractor does a general background screen of employees. Customers who want drug or alcohol testing, criminal, extensive reference or specific educational background checks must identify those to Contractor in advance in writing. Contractor is not responsible for any loss, personal injury or property damage that could have been avoided by specific screening when not requested by Customer in advance in writing.
14. Customer acknowledges that Contractor's insurance may not cover claims for damage, loss or loss of use of vehicles, contents and cargo, machinery, equipment or material while used by or in the care, custody or control of an employee and loss or theft of any property including, without limitation, cash, checks and negotiable instruments. **CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SUCH DAMAGE, LOSS OR THEFT CAUSED DIRECTLY OR INDIRECTLY BY EMPLOYEE.**
15. This Agreement binds the parties and their legal representatives, successors and assigns. "Successor" includes any person or entity that by merger, purchase or otherwise, acquires substantially all the assets or business of a party.
16. In the case of employees provided by Madden Industrial Craftsmen Inc., an Oregon entity, this Agreement shall be construed and enforced in accordance with the laws of Oregon with venue exclusively in Multnomah County. In the case of employees provided by Madden Industrial Craftsmen Washington, LLC, this Agreement shall be construed and enforced in accordance with the laws of the Washington State, with venue exclusively in Clark or King County. Conflicts-of-law principles shall not apply. The parties hereby consent to personal jurisdiction of said courts, and any appeals courts, over them in any suit or action and waive any objection to the exercise of such jurisdiction over them.
17. A party's failure or delay to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under it shall not constitute a waiver or relinquishment of the right.

- 18. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions shall not be affected; and such provision shall be considered modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, it shall then be enforceable and enforced.
- 19. A scanned or facsimile signature has the same effect as an original signature.

Customer represents and warrants that the statements and information set forth herein that Customer has provided to Contractor are true and complete. Customer hereby authorizes Madden Industrial Craftsmen, and any credit bureau or agency retained by Madden Industrial Craftsmen, to investigate Customer's creditworthiness. Customer authorizes creditors, financial institutions, credit agencies, and Customer's references listed herein to provide information to Madden Industrial Craftsmen relating to Customer's financial affairs.

Customer represents and warrants to Contractor that Customer has fully read and understands all of the terms and conditions set forth in this agreement, and agrees to be legally bound to said terms and conditions. Customer further agrees that this agreement supersedes all previous understandings and agreements between Contractor and Customer, whether oral or written.

Name of applicant		Title	
Signature		Date	
Name of applicant		Title	
Signature		Date	

**PERSONAL GUARANTY**

A facsimile signature of this guaranty shall have the same effect as an original.

The undersigned guarantor(s) understands that credit would not be extended to Customer without this guaranty. The undersigned agrees to the terms and conditions set forth above. The undersigned hereby personally guarantees to Contractor the performance of each and every obligation of Customer and hereby unconditionally agrees to pay to Contractor on demand any and all sums which may become due to Contractor by Customer whenever Customer shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty, and that it is an indemnity by the undersigned for such indebtedness of Customer. The undersigned guarantor(s) does hereby waive notice of default and hereby consents to any modification or renewal of the credit agreement between Contractor and Customer. In the event of legal action to enforce or interpret this guaranty, the prevailing party shall be entitled to recover, at trial and on appeal, such sums as the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements. Guarantor(s) consents and agrees that the bankruptcy of Customer shall not relieve guarantor(s) of the obligations assumed hereunder.

Name of Guarantor		Date	
Signature		Home Phone #	
Name of Guarantor		Date	
Signature		Home Phone #	

**Portland Office**  
 1800 NW 169th Place, Suite A200  
 Beaverton, OR. 97006  
 (503)690-0641 · FAX (503)690-9815

**Vancouver Office**  
 11713 NE 99th Street, Suite 1020  
 Vancouver, WA 98682  
 (360)260-8801 · Fax (360)260-8281

**Seattle Office**  
 1000 SW 34th Street, Suite D  
 Renton, Washington 98057  
 (425) 291-9190 · Fax: (425) 291-9210



**MADDEN**  
**INDUSTRIAL CRAFTSMEN**

## **SAFETY AGREEMENT**

Madden Industrial Craftsmen, Inc. is committed to providing a safe work environment for all of our employees. To do so, we partner with our clients to ensure that our employees are provided with the proper equipment, training and work environment to perform their work safely.

*We provide all MICI employees with the following, prior to assigning to your job site:*

- Extensive interview process that includes a review of safe work practices including both general safety tips and industry/job specific safety tips;
- Each employee must pass a basic safety exam to prove their knowledge of basic safe work practices and general attention to safety;
- Employees are equipped with basic personal protective equipment when required and agreed to for the position they are going to perform.

*Our clients must provide the following to support a safe work environment:*

- Current Accident Prevention Plan in place and ***request that you provide a copy of that plan to your MICI account representative.***
- Prior to commencing work, provide MICI employee with a job site orientation that includes a review of site specific safety hazards, worksite First Aid kit location and injury reporting procedures. Also include MICI employees in any ongoing safety reviews including tailgate talks or brown bag lunches.
- Only allow employees to perform tasks and use tools/equipment that were described in the job description you provided us and for which they were screened. ***If you need to move a MICI employee from one position to another, please contact your MICI account representative to make sure that individual has the necessary experience to be effective and safe in that position.***
- Any individuals who will be driving vehicles or forklifts must be trained on the specific capabilities and safety concerns for that particular equipment.
- Provide employees with any PPE that is specific to the job assignment but which is not typical/basic PPE that they will bring to the job site. ***If you need the employee or MICI to provide this equipment, please call us to discuss further.***
- Inform us of any exemplary performance in this area as well as any concerns you have with our employee's safe work practices.
- ***REPORT ALL INJURIES TO MADDEN INDUSTRIAL CRAFTSMEN, INC. IMMEDIATELY AT 1-800-308-6424.***

I agree to provide a safe work environment for MICI employees, including complying with the practices and responsibilities described above, as well as all applicable OSHA/WISHA regulations.

**Signed**

**Company**

**Date**