



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"/>
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<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 herein: "Agreement" refers to these Terms and Conditions, collectively; "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" and "Employees" refer to a worker or workers that Contractor provides to Customer under this Agreement or otherwise places with Customer.
2. Contractor is an employee staffing company providing workers to Customer on a temporary basis in Oregon pursuant to ORS 656.850(1)(b)-(c) and OAR 436-050-0420(1) and in Washington pursuant to RCW 50.04.245.
3. Any prior or contemporaneous oral agreement that relates to the subject matter of this Agreement is null and void. This Agreement may not be modified except in writing signed by the party to be charged. Customer represents and warrants to Contractor that the person signing this Agreement on Customer's behalf has the authority to bind the Customer to the terms of this Agreement.
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 (i.e., payment at a rate of 1.5 times the Employee's regular rate of pay) applies if the Employee works over eight hours in any day, over 40 hours in any workweek, or any hours on the following holidays: New Year's Day; Memorial Day; Labor Day; Independence Day; Thanksgiving Day and the following day; and Christmas Day. Customer shall pay overtime if an Employee has reached the level requiring overtime in whole or in part due to work performed for another customer within the same day or workweek. For example, if an Employee works four hours in a workday for another customer and then an additional six hours that day for Customer, Customer will be responsible for two hours of overtime pay. If an Employee works 30 hours in a workweek for another customer and then an additional 20 hours that same workweek for Customer, Customer will be responsible for 10 hours of overtime pay. The workweek consists of each 168-hour period starting at 12:01 a.m. each Monday.

6. Payment from Customer is due no later than ten days from the billing date specified on each invoice. Time is of the essence, and Customer's failure to remit payment in full within ten days of the billing date specified on the invoice shall constitute a material breach of this Agreement.
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 Contractor with reasonable cause considers itself insecure with respect to Customer's performance of its obligations under this Agreement, Contractor shall have and may exercise all remedies available to it under law and at equity and may, at its option, declare all sums then unpaid immediately due and payable. Customer agrees that Contractor may file a mechanic's or labor lien, payment bond claim, or other claim or action to enforce Contractor's right to payment. If Contractor files a lien, Customer agrees to pay all costs necessary to satisfy and discharge the lien, 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.
9. If any arbitration or litigation is instituted to interpret or enforce this Agreement, including any proceeding brought under the United States Bankruptcy Code, the prevailing party shall be entitled to recover as determined by the arbitrator or court, in addition to any other relief awarded: (a) the prevailing party's reasonable attorney fees and all other fees, costs, and expenses of every kind incurred in connection with the arbitration or litigation or any appeal or petition for review; and (b) costs incurred in the collection of the award or the enforcement of the order. For purposes of this provision, the prevailing party is the party succeeding either affirmatively or defensively on the claim or claims, not limited to monetary claims, having the greatest value or importance as reasonably determined by the arbitrator or court.
10. Customer acknowledges that Contractor has incurred considerable expense related to recruiting, training, and retaining its employees and has a protectable interest in its employment relationship with them. As such, Customer agrees that it shall not, before an Employee completes at least 720 hours of work through the placement arranged by Contractor (i.e., before the Employee has worked at least 720 hours with Contractor and Customer as his or her joint employer): (a) become the exclusive employer of that Employee; (b) become a joint employer of that Employee with another person or entity that is not Contractor; or (c) have that Employee provide services to Customer as an independent contractor. Customer acknowledges and agrees that these restrictions are reasonable to protect Contractor's interests. Customer further acknowledges that the true amount of damages in the event of an actual or threatened breach of this provision would be difficult if not impossible to ascertain, and therefore agrees that Contractor shall have the right to obtain injunctive relief against Customer enjoining an actual, continued, or threatened breach of this Section 10 without the necessity of posting any bond, any right to which Customer hereby waives.
11. Customer represents and warrants to Contractor that its work site complies with all applicable laws and regulations, including, without limitation, OSHA. Customer shall provide to all employees provided by Contractor any and all safety equipment, clothing, and devices necessary or required by applicable laws and regulations for the particular type of work an Employee will perform that Contractor does not provide as part of its standard practice. Customer shall indemnify, defend, and hold harmless Contractor and its shareholders, owners, directors, officers, employees, and agents from any and all claims, damages, or penalties arising out of Customer's breach of this provision, which shall survive termination of this Agreement.
12. Contractor assigns each Employee to Customer on the basis of a particular job description, and Customer shall not change an Employee's job or job duties without Contractor's prior written approval, which may be withheld in Contractor's sole 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 harmless Contractor and its shareholders, owners, directors, officers, employees, and agents from any and all claims related to its obligations under this paragraph, which shall survive termination of this Agreement.
13. Customer accepts full responsibility for the method, manner, and quality of each Employee's work for it, including, without limitation, any services, finished products, and completed operations.
14. Contractor does a general background screen on its employees. Customers who want a specific screen such as drug or alcohol testing, criminal background checks, extensive reference checking or specific education checks must identify those to Contractor in writing, with reasonable advance notice in advance of placement. Having received such notice, Contractor will conduct such additional screening at the Customer's request if Contractor, exercising its judgment in good faith, determines that the request is reasonable and appropriate in the circumstances. Contractor is not responsible for any loss of any source or nature, injury to persons, or damage to property that could have been avoided or anticipated by specific screening when not specifically requested by Customer in advance in writing.

15. 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 AN EMPLOYEE OR EMPLOYEES.**
16. 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, or a majority of its stock or shares.
17. In the case of Employees provided by Madden Industrial Craftsmen Inc., an Oregon entity, irrespective of conflict-of-laws principles, 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, irrespective of conflict-of-laws principles, this Agreement shall be construed and enforced in accordance with the laws of the State of Washington, with venue exclusively in Clark County or King County. The parties hereby consent to the personal jurisdiction over them of the courts for the aforementioned jurisdictions (including any appeals courts), for any suit, action, or claim over which those courts have subject matter jurisdiction, and waive any objection to litigating in those courts based on lack of personal jurisdiction or *forum non conveniens*.
18. 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.
19. 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 hereof shall not be affected thereby. Further, it is the intention of the parties that the court modify any illegal or unenforceable provision to the minimum extent necessary to make it consistent with applicable law and enforce the provision in its modified form.
20. This Agreement may be executed in counterparts, each of which shall be deemed an original, both or all of which together shall constitute one and the same instrument. A scanned or facsimile signature on this Agreement shall have the same effect as an original signature.

TERMS AND CONDITIONS

Customer represents and warrants that the statements and information it has provided to Contractor herein are true and complete. Customer hereby authorizes Contractor, and any credit bureau or agency retained by Contractor, to investigate Customer's creditworthiness. Customer authorizes creditors, financial institutions, credit agencies, and Customer's references listed herein to provide information to Contractor 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 those terms and conditions. Customer further agrees that this Agreement supersedes any previous or contemporaneous oral understandings and agreements between Contractor and Customer that relate to the subject matter of this Agreement.

Name of applicant	<input type="text"/>	Title	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>
Name of applicant	<input type="text"/>	Title	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

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	<input type="text"/>	Date	<input type="text"/>
Signature	<input type="text"/>	Home Phone #	<input type="text"/>
Name of Guarantor	<input type="text"/>	Date	<input type="text"/>
Signature	<input type="text"/>	Home Phone #	<input type="text"/>

Beaverton Office

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

Vancouver Office

11713 NE 99th Street, Suite 1020
Vancouver, WA 98682
PHONE (360)260-8801
FAX (360)260-8281

Renton Office

1000 SW 34th Street, Suite D
Renton, WA 98057
PHONE (425) 291-9190
FAX (425) 291-9210

Everett Office

3201 Smith Ave.
4th Floor
Everett, Washington 98201
PHONE (425) 320-3140



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