

OPEN ACCOUNT AGREEMENT

(Please complete the following form in its entirety. Incomplete applications may be returned unprocessed. Please type or print legibly)

Legal Business Name: _____

Business Name utilized (if different from above): _____

Billing Address: _____

Shipping Address: _____

City, State, Zip: _____

Telephone Number: _____

(Form of Entity:)

Corporation Limited Liability Company Partnership Limited Partnership Sole Proprietorship
 DBA DBA of whom? _____ Other (describe) _____

Principle Business Activity: _____ Date Started: _____

How long in business under its present ownership? _____ (Note: If the business is sold, acquired, is a party to a merger, or the form of the entity is changed, you must notify us in writing, by certified mail, within (____) days of such change.

Federal I.D. #: _____ Tax Exempt: Yes ___ No ___ Number: _____ If Yes, attached certificate must be completed. (or, if yes, attach certificate.)

Is this business a subsidiary/affiliate of any other entity? Yes ___ No ___

If yes identify the entity (ies) _____

Are only specific individuals authorized to issue testing and analysis requests? Yes ___ No ___. (Indicate yes only if your company is set up to manage "only authorized individual" situations.) Names of persons authorized to issue testing and analysis requests:

Please provide a sample signature for each identified authorized individual. You must notify us in writing to cancel any such authorization.

Owners, Members, Partners and/or Officers:

Name	Title	Home Address	Home Phone	Social Security #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please provide a copy of your most recent monthly/quarterly and annual financial statements and state whether your annual financial statements are audited by independent CPA's _____, reviewed by independent CPA's but un-audited _____, or prepared/reviewed only by customer _____.

(Bank References:)

Bank: _____ Address: _____ Phone: _____

Checking Account #: _____ Savings Account #: _____

Officer to Contact: _____

(Trade References:)

Company Name	Address Contact	Person	Phone Number
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Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership? Yes ___ No ___ If so, when? _____ State in which filed: _____

TERMS AND CONDITIONS OF OPEN ACCOUNT

PAYMENT TERMS ON TESTING AND ANALYSIS ARE NET 14 DAYS. Rose City Laboratories, LLC reserves its right in its sole discretion to cancel/reduce credit and refuse to perform future testing and analysis on credit. Customer agrees to review immediately upon receipt each of Rose City Laboratories, LLC's invoices and advise Rose City Laboratories, LLC of any discrepancy/dispute within 20 days of receipt of each such invoice, together with a written statement for any discrepancy/dispute for any amount in excess of \$500.00 on any single invoice. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

An additional 3% per month interest charge will be charged on all amounts not paid within 14 days after due date, both before and after judgment, and continuing each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and attorneys fees whether hourly or contingent, together with court costs, and further agrees that any legal action brought hereunder may be brought in Multnomah County, Oregon. No terms or conditions hereof may be changed except by written consent of Rose City Laboratories, LLC. All sums due for services performed by Rose City Laboratories, LLC for the undersigned are payable to Rose City Laboratories, LLC, 11119 SE Division Street, Portland, OR 97266.

This Agreement shall be binding upon the successors and assigns of [_____] ("Debtor"), and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. The undersigned further certifies that this request is for the extension of credit for business purposes.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

I/we hereby authorize you or your agent/representative to secure a credit report regarding Debtor from time to time

in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting there from. Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq.. as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

SIGNATURE REQUIRED TO PROCESS

DATED this ____ day of _____, 20____.

“Debtor”

_____ *(name of client company)*

By _____ *(signature)*

_____ *(print name)*

Title _____

Debtor SSN/EIN _____

Address _____

Phone _____

Fax _____

E-mail _____

Contact Person _____