



## Account Setup Contractor

FOR OFFICE USE ONLY:

ACCT ID: \_\_\_\_\_

SALES REP: \_\_\_\_\_

Select which company(s) to setup:  Floor Covering  Floor Cleaning

Contractor Company Name

Address (Street)

(City/State)

(Zip)

Main Phone Number

Main Email

Billing Contact Name

Billing Email

### Billing Information (check all that apply):

- Existing contract. If so, please attach the contract.
- Progress Billing. If so, specify deadline.
- Require Purchase Orders.
- Tax Exempt. If so, please attach Reseller permit.
- Retention Withheld. If so, specify length of withholding.

### How did you hear about us (check one):

- Search Engine (Google, Yahoo, Bing, etc.)
- Social Media (Facebook, Instagram, LinkedIn, Twitter)
- Recommended by a friend or colleague
- Advertising (TV, Radio, Trade Show, Newspaper, Online)
- Other (please specify):

As a primary part of our "Green" initiative, we try to reduce paper waste by emailing all invoices when possible. If you have any further questions, please feel free to contact us at [credit@pglongllc.com](mailto:credit@pglongllc.com)



## Work Agreement

The below named Buyer may from time to time order goods and services from PG Long Floor Covering, LLC, Oregon CCB No. 200968, Washington No. 601977109, and Idaho No. RCE-29518 or from PG Long Carpet Cleaning, LLC (DBA PG Long Restoration, PG Long Floor Cleaning) Oregon CCB No. 158700, Washington No. 602345731, and Idaho No. RCE-30544; herein referred to as "PG Long". All such goods and services provided by PG Long at Buyer's request will be governed by the terms of this Work Agreement.

1. **Work Order.** Buyer from time to time may request goods and services from PG Long, which, if accepted by PG Long, shall constitute a work order ("Work Order"). Any of Buyer's issued documents containing terms different from or in addition to the terms contained in this Work Agreement are rejected and shall not be included within the parties' agreement.
2. **Time for Payment.** Buyer will pay PG Long within thirty (30) days of the date of PG Long's invoice. Interest on unpaid amounts will accrue interest at two percent (2.0%) per month. In addition to PG Long's other remedies, Buyer's failure to timely pay PG Long entitles PG Long to suspend or terminate any Work Orders.
3. **Additional Charges.** PG Long will be entitled to an equitable adjustment on any estimated charges on Work Orders if PG Long incurs additional costs or losses relating to delay caused by Buyer, the owner of the property, or tenants of the property, or the existence of concealed conditions or hazardous materials.
4. **Cancellations.** Either party may terminate this Work Agreement at any time, but such cancellation will not relieve the canceling party of its obligations arising prior to such cancellation. Buyer may cancel a Work Order on the express condition that Buyer pays PG Long for any materials ordered or costs incurred by PG Long prior to such cancellation.
5. **Warranty, Remedies and Limitations on Remedies.** PG Long warrants its work will be in accordance with the work described in the Work Order, and will be of high quality and workmanship. PG Long does not warrant goods and materials manufactured by other firms, but PG Long will assign to Buyer all third-party manufacturers' warranties of such goods and materials. PG Long warrants its work against defects in installation or workmanship for a period of one (1) year after completion of the Work Order. PG Long disclaims all other warranties, including the implied warranties of merchantability and fitness for a particular purpose.
6. **Buyer's Remedies and Limitations on Remedies.** Buyer's remedy for breach of PG Long's warranties shall be limited to PG Long's choice of the following: (a) PG Long will repair or replace that portion of the work that does not conform to PG Long's warranty; (b) PG Long will credit Buyer's account a reasonable amount in allowance of the defect; or (c) PG Long will refund the purchase price of the defective portion of the work. Any action by Buyer against PG Long for breach of warranty or for any other claim, whether in tort or contract, must be commenced within one (1) year after completion of the Work Order. In no event shall PG Long have any liability to Buyer in contract, tort, or otherwise, for any of Buyer's incidental or consequential damages of any type whatsoever, including without limitation any lost revenues, lost profits, loss of contracts or business. PG Long's limited liability shall apply whether Buyer's claim is for breach of warranty or contract or for negligence, tort, strict liability, or any other cause of action.
7. **Right to Lien.** PG Long continuously reserves the right to lien any property on which PG Long performs work or delivers materials. Notwithstanding the arbitration provision below, at all times PG Long may proceed to comply with any applicable lien laws, including without limitation notice, filing and foreclosure deadlines and procedures.
8. **Arbitration; Costs of Collection; Attorneys' Fees.** All disputes arising under or related in any way to this Work Agreement or any Work Order, or otherwise arising between the parties, shall be resolved in binding arbitration under the authority of the Arbitration Service of Portland. The arbitration shall be conducted in Portland, Oregon. (Mandatory arbitration, however, shall not impair PG Long's right to lien any property on which PG Long performs work or delivers materials.) The prevailing party in any arbitration proceeding shall be entitled to an award for reasonable attorneys' fees and costs incurred in the arbitration. Without limiting the generality of the foregoing, Buyer will pay all expenses incurred by PG Long to collect any outstanding balances owed by Buyer to PG Long, including without limitation all attorneys' fees, collection agency fees, and related collection costs.
9. **Authority; Obligation to Pay.** Buyer has the authority and power, and is authorized to execute and deliver this Work Agreement. Buyer certifies that its requests for Work Orders have been authorized by the property owner, and Buyer is jointly and severally liable with the property owner for all amounts due PG Long under any Work Order.

By signing electronically below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Credit References (List 3 local suppliers you have established credit with)

COMPANY NAME

COMPANY NAME

CONTACT

ADDRESS

COMPANY NAME

COMPANY NAME

CONTACT

ADDRESS

COMPANY NAME

COMPANY NAME

CONTACT

ADDRESS

Bank References

BANK NAME

PHONE NUMBER

STREET

CITY

STATE

ZIP

Please Check One

SAVINGS

CHECKING

LOAN

ACCOUNT #: \_\_\_\_\_

DO YOU HAVE ANY OUTSTANDING LOANS  YES  NO

SECURED BY: \_\_\_\_\_

If Company's Account Application is accepted by PG Long Floorcovering, Company may order goods and services pursuant to these terms. All of PG Long Floorcovering's invoices are due no later than thirty (30) days from date of invoice. Outstanding balances are subject to two percent (2%) per month interest. Company will pay all collection costs, collection agency fees, court costs, and legal fees incurred to collect delinquent balances. The undersigned authorizes and releases all banks, persons and companies listed on this Application to furnish information and authorizes the checking of credit.

By signing electronically below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature.

SIGNATURE

DATE