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# CREDIT APPLICATION

Business Name \_\_\_\_\_ How Long In Business \_\_\_\_\_

Doing Business as (DBA) \_\_\_\_\_ Desired Credit Limit \$ \_\_\_\_\_

Street Address \_\_\_\_\_ Phone \_\_\_\_\_

Unit/Suite \_\_\_\_\_ Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ State of Incorporation \_\_\_\_\_

TYPE OF ENTITY  Sole Proprietor  Corporation  Partnership  Limited Liability Corp.  Other \_\_\_\_\_

P.O. Required  Yes  No Sales Tax Applicable  Yes  No  
 If no, attach exempt certificates or Tax License.

Owner's Name \_\_\_\_\_ Position \_\_\_\_\_

Owner's Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ Home Phone \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Email \_\_\_\_\_

Owner's Name \_\_\_\_\_ Position \_\_\_\_\_

Owner's Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ Home Phone \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Email \_\_\_\_\_

**Business Bank Name & Branch** \_\_\_\_\_ Bank Phone \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Savings Account No. \_\_\_\_\_

Name of Bank Rep. to Contact \_\_\_\_\_

## CREDIT REFERENCES

1. \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_
2. \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_
3. \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_

## SALES AGREEMENT

1. I/we make application to Procoat Systems (hereinafter referred to as "Seller") for credit and/or to obtain further credit with Seller. I/we further agree to the sales terms set forth herein. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein. Terms of sale are Net 30 days from invoice date, unless otherwise stated on invoice. Further I/we agree to be bound by all terms and conditions contained on the reverse side of seller's invoices, which terms are incorporated herein. I/We authorize seller to third parties to verify and inquire as to credit information and to make credit checks and inquiries, including contacting bands and/or other third parties to obtain additional credit information.

**SALES AGREEMENT (CONTINUED)**

2. If credit is granted I/we promise to pay all bills when rendered, agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law, and in that event at the highest rate allowed by law.
3. I/We agree to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses incurred by Seller in connection with collection of any amounts owed to Seller including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that I/we may raise in any collection action initiated or pursued by Seller, which must be resolved prior to collection by Seller of any amounts owed, or enforcement of any terms of this agreement and/or related guarantee. Seller may pay someone else (including collection agencies) to help enforce this credit agreement, and I/we shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, persons hired by a law firm or attorney and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic-stay or injunction), appeals, and any post-judgment collection services.
4. Venue and jurisdiction of any suit or legal action may be had in Denver, Denver County, State of Colorado.
5. I/We agree to notify Seller in writing prior to any change of ownership and shall be liable for purchases of any successor should said notification not be given, notwithstanding any liability of the purchaser.
6. I/We agree that claims for shortages and/or notice of non-conforming goods must be made in writing within 48 hours of delivery. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
7. Seller warrants the goods sold are as described in Seller's invoice(s). Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(s) of the manufacturer. SELLER DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS AND IMPLIED) CONCERNING OR RELATING TO ANY AND ALL GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. I/We agree that Seller's liability with respect to this contract, any warranty, or the manufacture, delivery, installation, repair, or use of any goods under this contract shall not exceed the stated selling price of the goods upon which any such liability is based. I/We agree that Seller shall not be liable for any incidental or consequential damages.
9. To the extent the terms of this agreement conflict with the terms of any other agreement I/we have with Seller, the terms of this agreement shall prevail unless Seller expressly agrees in writing that the terms of this agreement are modified and such agreement expressly modifies this agreement and refers to this agreement by date and title.
10. No terms of conditions of purchase orders different from the credit terms contained in this agreement will become part of any sales agreement, purchase order, or other document, unless specifically approved in writing by Seller and referring to this agreement by date and title.
11. ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE RCW 19.36.110.

**CONTINUING PERSONAL GUARANTEE**

1. For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the person(s) and/or entity(ies) that signed the appended sales agreement (hereinafter "Customer") and any and all obligations owed to Seller (hereinafter "Seller"), including but not limited to the prompt payment of all present and future indebtedness.
2. The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.
3. This Guaranty is irrevocable and is binding on Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
4. Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses incurred in connection with collection of the indebtedness from Customer, including all attorneys' fees and other expenses relating to defenses, affirmative defenses, counterclaims or other claims raised by Customer and/or Guarantor in any legal action including an action initiated or pursued by Seller, which must be resolved prior to collection by Seller of the indebtedness and/or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty, and Guarantor shall pay the cost and expenses of such enforcement. Costs and expenses include Seller's attorneys' fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney to perform services for Seller's benefit, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services.
5. If there is a lawsuit, Guarantor agrees at Seller's sole option to submit to the jurisdiction and venue of the courts of Denver, Denver County, State of Colorado at the sole option of Seller.
6. The undersigned hereby consent(s) to Seller's use of a non-business consumer credit report on the undersigned to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension of continuation of the business credit represented by this credit application. The undersigned and his/her spouse as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signature	Date	Signature	Date
Please Print or Type Name		Please Print or Type Name	
Address		Address	
City,State	Zip	City,State	Zip
Social Security Number		Social Security Number	

**FOR OFFICE USE ONLY**

Salesman # _____	SAP _____
Terms _____	Date Opened _____
Credit Limit _____	Customer Number _____