



APPLICATION FOR CREDIT

(Fill Out Completely)

Name Of Applicant
Street Address
City State Zip
How Long

Check One: [ ] Corporation [ ] Partnership [ ] Sole Proprietor SS#

Nature of Business: How Long

AFFIDAVIT OF TRADE NAME [ ] HAS [ ] HAS NOT BEEN FILED

Filed in County, Colorado on (Date)

Office Phone Job Phone

Bank Acct.# Bank Officer

[ ] Savings Account [ ] Checking Account

OFFICERS OR PARTNERS

Name President Home Address Home Phone
Name Vice President Home Address Home Phone
Name Secretary Home Address Home Phone

TRADE REFERENCES

- 1.
2.
3.

Bank or Lender Funding Job
Authorized Person(s) Who Orders

Are Purchase Order Numbers Required? [ ] Yes [ ] No Signature: [ ] Yes [ ] No

Tax Exemption Number (if any)
Billing instructions

I hereby certify the above information is true and correct to the best of my knowledge

By
Authorized Signature Title

CREDIT AGREEMENT

IN CONSIDERATION of APC Construction Co, LLC ("APC") extending credit to the Applicant named in the credit application on the reverse side hereof, selling materials to the applicant on credit terms, and relying upon the representations set forth on the credit application, the undersigned agrees as follows:

- 1. The persons signing this agreement warrant and represent that they have full authority to enter into this credit agreement for and on behalf of the Applicant.
2. All the charges for materials sold to the Applicant are due and payable by the 10th day of the month following sale of the materials. A FINANCE CHARGE OF ONE AND ONE-HALF PERCENT (1.5 %) per month on the unpaid balance, which is an ANNUAL RATE OF EIGHTEEN (18%) SHALL BE CHARGED ON ALL PAST DUE AMOUNTS. APC may adjust this rate from time to time and this contract will remain in full force.
3. Notice to the Applicant of nonpayment of any past due accounts is hereby waived.
4. Applicant warrants that any and all materials purchased under this agreement will be for business purposes only and will not be used for any personal or household uses, and that this is not a consumer credit contract within the meaning of the applicable Federal or Colorado Statutes.
5. Applicant warrants that materials will be used at locations designated by Applicant at time of purchase and will not transfer materials to a new location without notifying APC.
6. If APC at its sole discretion, deems it necessary or advisable to retain attorneys to enforce any provision of this agreement, or to collect any past due account hereunder, then, whether or not suit is brought, Applicant shall pay all costs and expenses incurred by APC in connection therewith, including reasonable attorneys fees, and all such costs and expense shall be included in the judgment and shall be secured by any liens which inure to the benefit of APC Neither the terms of this agreement nor the taking of any particular action to enforce provisions hereof shall be construed as a limitation on, election or waiver of any other remedies available to APC at law or in equity.
7. All questions concerning the construction, validity, enforcement and interpretation of this agreement shall be governed by Colorado law. Venue and jurisdiction for any dispute arising out of this agreement shall be in Jefferson County, State of Colorado.

APC and the Applicant hereby waive the right to any jury trial in any action, proceeding or counter claim brought by either APC or the Applicant against the other.

In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this agreement, and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the agreement.

The Applicant and Guarantors shall not assign this agreement without prior written consent of APC.

- 8. The persons signing this agreement as Guarantors unconditionally guarantee the full, complete and timely payment by Applicant of all amounts due hereunder. All Guarantors shall be jointly and severally liable with Applicant and each other and such liability is not contingent upon APC making any efforts to first collect from Applicant or any other Guarantor or to enforce and lien available to it.
9. The credit extended under this agreement may be terminated at any time when within the sole judgment of APC the credit standing of the Applicant or any Guarantors becomes impaired, or when it appears any material representations on the credit application are false.
10. This is an agreement only for the extension of credit upon sale of materials by APC and is in no way a commitment by APC to sell any materials whatsoever.

Date: \_\_\_\_\_

Applicant Company Name

By: \_\_\_\_\_

Signed Name & Title

Guarantor(s): \_\_\_\_\_

\_\_\_\_\_