

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

CONTACT INFORMATION		
Name on Account		Date Business Started:
Company Legal Name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other: <input type="checkbox"/> Tax Exempt Entity
Phone	Fax:	
E-mail(s)		
Company Address City, State ZIP		
How long at current address?		State Tax Exempt #:
Mailing Address City, State ZIP		Federal Tax ID # (EIN)

BUSINESS CREDIT INFORMATION			
Name of Principal Owner(s)			
Addresse(s)			
Phone(s)			
Has the business, owners, officers, or stockholders ever filed for bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes ** Please explain further here →			
Expected Monthly Purchases: \$		Requested Credit Level \$	

BUSINESS/TRADE REFERENCES			
<u>Company name</u>		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
<u>Company name</u>		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
<u>Company name</u>		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Banking/Financial Name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

I hereby certify that the information contained herein is complete and accurate. By submitting this application, I ("Applicant") authorize CCA to make inquiries into the banking and business/trade references supplied. I have read and agree with the attached Agreement Terms on page 2 of this application.

SIGNATURE (Applicant)

PRINT NAME

DATE

CREDIT AGREEMENT TERMS

ALL INVOICES CHARGED TO AN APPROVED CREDIT ACCOUNT ARE DUE AND PAYABLE ON THE DATE OF INVOICE. FINANCE CHARGE: Invoices that are 30 days past due shall accrue **INTEREST** at the **RATE OF 2 PERCENT PER MONTH (24% PER ANNUM)**, and such interest shall continue to accrue until the invoice is paid in full. **Returned Checks:** All checks returned to the company for non-payment upon presentment shall be subject to a return check charge of \$30.00 including other damages provided by § 13-21-109 of the Colorado Revised Statutes. All materials returned for credit to Applicant's account are subject to a Twenty Percent (20%) restocking charge and Applicant is responsible for all mobilization, equipment rental, trucking and/or common carrier charges incurred in picking up materials to be returned. CCA (Halberg Properties, Inc.) reserves the right, in its sole discretion, to reject materials returned in poor condition.

If legal action is used to collect amounts due, Applicant agrees to pay all costs of collection, including collection fees paid to any collection agency not in excess of 33-1/3% of the outstanding account balance and reasonable attorneys' fees. Applicant further agrees to personal and subject matter jurisdiction and venue in Mesa County, Colorado. Applicant authorizes CCA to obtain a business or personal credit report on Applicant, its partners, officers or directors; to verify bank and credit references and to periodically update and re-verify such information, as needed, subsequent to approval of Applicant's account. The individual executing this Business Credit Application represents that he/she has full authority to execute and bind Applicant to the terms of this agreement and all information provided in this application is true and correct as of the date of this application. CCA reserves the right to disclose information, including but not limited to copies of invoices, concerning past due amounts associated with particular projects to the property owner, manager, general contractor or other contractor responsible for Applicants performance, and to accept payment for such invoices directly from such entities. Facsimile signatures are deemed the same as delivery of original signatures.

PERSONAL GUARANTEE

(ALL Applicants other than individuals or sole proprietorships)

In consideration of any credit extended or hereafter extended to Applicant, the undersigned Guarantor(s), jointly and severally, hereby unconditionally agree to pay any and all indebtedness or liability now owing or which may hereafter become due and owing from the Applicant to CCA, together with interest at the rate of 2 percent per month (24% Per Annum), until paid in full, and all costs and expenses of every kind incurred in collecting such amounts or in the enforcement of this Personal Guarantee, including collection fees paid to any collection agency not in excess of 33-1/3% of the outstanding account balance and reasonable attorney's fees. This Guarantee is intended as a continuing guarantee and requires no notice to the undersigned Guarantor(s). This Guarantee shall remain in full force and effect until the entire indebtedness or liability with respect to which payment is guaranteed hereunder is fully discharged. The undersigned Guarantor(s) hereby waive notice of the acceptance of this Personal Guarantee and of any and all indebtedness or liability at any time covered by the same.

CCA shall not be required to inquire into or otherwise investigate the authority of the Applicant to incur particular obligations hereunder or the authority of officers, directors, or agents acting or purporting to act on behalf of the Applicant. Any indebtedness made or created in reliance on the professed exercise of such authority shall be guaranteed hereunder. CCA shall not be required to pursue any other remedies before invoking the benefits of this guarantee. Guarantor(s) further unconditionally agree to be bound by and subject to all terms and conditions of Applicants Agreement set forth above. In the event all or a controlling interest in Applicant or the assets of Applicant are transferred to a third party, Guarantor(s) shall continue to be liable for debts of Applicant until such time as CCA is notified in writing of such change in ownership.

SIGNATURE (Applicant)

PRINT NAME

DATE

ADDRESS – CITY, STATE, ZIP

PHONE

SIGNATURE (Applicant)

PRINT NAME

DATE

ADDRESS – CITY, STATE, ZIP

PHONE