



ACCOUNT APPLICATION

Business Name: _____ Date: _____

Billing Address: _____ Physical Address: _____

Phone Number: _____ Fax Number: _____

Type of Business: _____ Federal ID#: _____

Average Hardware purchases on monthly basis: \$ _____

Form of Organization; (please check one)

Sole Proprietorship Partnership C. Corporation Sub S Corporation

Limited Liability Company Non-Profit Other _____

Please list the Owner or Owners of the Organization;

Name _____ Address _____ SSN _____

Name _____ Address _____ SSN _____

Trade References:

1. Name _____ Phone _____

Address _____ Contact _____

2. Name _____ Phone _____

Address _____ Contact _____

3. Name _____ Phone _____

Address _____ Contact _____

Bank Reference: _____ Phone _____ Contact _____

Bank _____ Account# _____

Address _____

Should Sales Tax be charged? Yes _____ No _____ (If **No**, please attach your non-profit tax ID number or your sales tax certificate)

Are P.O. numbers, names, departments, or addresses required for each sale? Yes _____ No _____

Persons authorized to sign on this account are: **1.** _____ **2.** _____
3. _____ **4.** _____ **5.** _____ . Use another sheet if
more names are necessary. It is applicant's responsibility to notify Clays' Ace Hardware if these names shall
change. Clays' Ace Hardware will not be responsible for unauthorized charging of items by someone listed.

Should Clays' Ace Hardware agree to grant you credit, the terms of the credit agreement are on the other side.

Signature of Owner/Officer: _____

Title: _____ Print Name: _____



Credit Agreement and Terms of Sale

1. If a past due condition persists on an account, Clays' Ace Hardware reserves the option to put the account on a C.O.D. basis or to discontinue sales to the account until the account is brought current.
2. This Agreement governs only the sales on account by Clays' Ace Hardware to the customer and this Agreement does not provide for, nor shall it be construed as a commitment by or an obligation of Clays' Ace Hardware to continue selling products to the customer on a credit basis.
3. Customer agrees that in consideration of the extension of credit herewith applied for, that any amounts not paid within thirty (30) days from the date of invoice shall bear finance charges at the rate of 1.75% a month, twenty one percent (21%) per annum until the account is fully paid.
4. Customer agrees to pay any and all attorney fees, finance charges, costs of collection, filing and recording fees, and costs of liens, incurred by Clays' Ace Hardware in the collection of amounts past due.
5. The undersigned individual warrants that he/she has read and understands this Credit Agreement, that this Agreement is the complete Agreement between the parties and that he/she is authorized to act for and enter into this Agreement for and on behalf of the customer.

Signature: _____ Date: _____

Personal Guarantee

In consideration of Clays' Ace Hardware's extension of credit to the customer for the purchase of merchandise, the undersigned hereby personally, unconditionally, and irrevocably guarantees the prompt payment of any sums now or hereafter owed to Clays' Ace Hardware for merchandise supplied at the request of the customer and its agents, including all service charges and costs of collection, attorneys fees, finance charges and any other costs incurred by Clays' Ace Hardware during the collection process. It is understood that credit, if extended, is to be on a continuing basis, and Clays' Ace Hardware shall not be obligated to notify the undersigned of the dates or amounts of any such credit, and the undersigned waives demand, notice of defaults, extensions of time, modification, or other forbearance which may be extended by Clays' Ace Hardware. Clays' Ace Hardware may enforce this guaranty against the undersigned directly without first having exhausted its remedies against customer.

This Guaranty shall continue in force until notice is in writing, sent by certified mail, return receipt requested, is received by Clays' Ace Hardware, 1001 E. Harmony, Fort Collins, CO 80525. The guarantor's obligations hereunder shall nevertheless continue in full force and effect with respect to all transactions entered into and all debts owed, incurred or accrued, prior to the effective date of such notice of termination.

Guarantor's Signature: _____ Date: _____
SSN: _____ Address: _____