



Credit Agreement and Terms of Sale

1. If a past due condition persists on an account, Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins to the customer, and this Agreement does not provide for, nor shall it be construed as a commitment by or an obligation of Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins during the collection process. It is understood that credit, if extended, is to be on a continuing basis, and Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins. Ace Hardware of Fort Collins 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 Ace Hardware of Fort Collins, 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:** _____