

**LOHMILLER & COMPANY**

Db a Carrier West  
Db a Rocky Mountain Bryant Distributors

<i>Lohmiller &amp; Company Use:</i>	
<i>Approved Date:</i>	_____
<i>Account #</i>	_____
<i>Limit \$</i>	_____
<i>Sales Rep:</i>	_____

**APPLICATION FOR CREDIT  
AND AGREEMENT**

Legal Business Name \_\_\_\_\_

Trade Name or Db a \_\_\_\_\_ Fed TIN # \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If Subsidiary, Name and Address of Parent Company \_\_\_\_\_

Type of Business \_\_\_\_\_ Anticipated Monthly Purchases\* \_\_\_\_\_

\*Note: Estimated monthly purchase levels do not limit supplier’s right to extend credit above the anticipated amount or in such event, excuse customer from payment of amounts exceeding the anticipated monthly purchase amounts or preset credit limit.

Business Operates as: Corporation \_\_\_\_\_ State \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ LLC \_\_\_\_\_

If Sole Proprietor, Owner Social Security Number: \_\_\_\_\_

Date Established \_\_\_\_\_ Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ PO # Required? Y or N

**REQUIRED:** A/P email address: \_\_\_\_\_

**SALES TAXES WILL BE CHARGED UNLESS EXEMPTION CERTIFICATES ARE PROVIDED**

Business Property Is: Leased \_\_\_\_\_ Owned \_\_\_\_\_ If Leased, from whom \_\_\_\_\_

PRINCIPALS NAME:	POSITION	RESIDENCE ADDRESS
1.		
2.		
3.		

**TRADE REFERENCES: (3) Suppliers You Have Dealt With:**

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
1.					
2.					
3.					

**BANK REFERENCE:**

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
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Checking Account # \_\_\_\_\_ Bank Officer \_\_\_\_\_

**PLEASE ATTACH A CURRENT FINANCIAL STATEMENT** All information provided is considered CONFIDENTIAL, and to be used only for purposes of establishing open account credit.

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**Sales and Credit Agreement**

I certify that all information provided is a true and correct statement in all particulars of the personal and financial information of the applicant. In accordance with the Fair Credit Reporting Act, Public Law 9-508, I authorize Lohmiller & Company to receive full information, as requested, relating to our credit and bank experiences and to furnish factual information to credit reporting agencies or vendors who may, from time to time, inquire as to my pay performance.

A facsimile or electronic signature is as valid as the original. Signature attests financial responsibility, ability, and agreement to pay invoices in accordance with the following terms: 1% 10<sup>th</sup> Net 20<sup>th</sup> prox (1% discount if paid by the 10<sup>th</sup> of the month following invoice date, total due by the 20<sup>th</sup> of the month following invoice date). The undersigned agrees terms and condition of payment are not subject to modification based on any third party contracted payment agreement; no pay when paid or pay if paid agreement is implied or agreed to. If there is conflict between the terms and conditions of payment, the payment terms stated herein shall prevail. Payment is required to be made when due. Failure to make a timely payment constitutes a default upon the Credit Account terms and upon any related credit agreement with Seller, including any security agreements. The undersigned agrees to pay and authorizes billing of service charges, computed at 2% per month, to be added to past due balances. The undersigned agrees that it will not retain or withhold funds pursuant to any third party payment agreement understands unauthorized retainage and/or other deductions will be aged and are subject to applicable service charges.

To secure the payment when due of all amounts owing to Lohmiller & Company from time to time, the undersigned hereby grants to Lohmiller & Company (i) a purchase money security interest in all equipment, accessories, spare parts and other inventory and goods sold or delivered to or on behalf of the undersigned by Lohmiller & Company from time to time, including all proceeds thereof, and (ii) a security interest in all of the undersigned's goods, accounts receivable, inventory, fixtures, deposit accounts, payment intangibles, general intangibles and equipment, whether now owned or hereafter acquired, including all products and proceeds thereof.

I understand that Lohmiller & Company maintains the right to place this account on C.O.D. basis or discontinue sales at any time, and that any past due amount may cause an automatic credit hold. Applicant agrees to pay any and all attorney fees, service charges, costs of collecting, filing and recording fees and costs of liens incurred by Lohmiller & Company in the collection of amounts due, and waives its right to a jury trial. At the sole option of Lohmiller & Company the jurisdiction and venue of any suit to collect this account may be brought in Denver County, State of Colorado.

Dated: \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Its: \_\_\_\_\_ (Title)

**Personal Guaranty**

The undersigned personally, jointly and severally, unconditionally and absolutely guarantee payment of all amounts due to Lohmiller & Company under this Credit Agreement. A facsimile signature is as valid as the original. This guaranty constitutes a continuing guaranty, applying to all existing and future transactions between Lohmiller & Company and the primary debtor listed and may not be terminated except by subsequent written agreement between the parties. Such revocation shall not affect any guarantor's liability regarding any obligation incurred prior to Lohmiller & Company's agreement of revocation. The undersigned guarantors hereby agree that Lohmiller & Company may, without prior notice of consent by any guarantor, extend, modify (including, but not limited to, the addition or deletion of any other obligors and/or the change in the nature of the primary debtor, the obligation or the security for the obligation), waive, renew or compromise any claims arising under this Credit Agreement without releasing, extinguishing, or otherwise affecting in any manner whatsoever any guarantor's liability. The guarantor(s) further agree that Lohmiller & Company may enforce its rights under this guaranty without first pursuing any claims against the primary debtor and without first pursuing any other guarantors, collateral or security for the primary debtor's obligations. The undersigned agrees to all terms and conditions incorporated within the stated Sales and Credit Agreement. This instrument shall be binding upon the heirs, administrators, executors, legal representatives, successors and assigns of the parties.

The undersigned hereby consent(s) to Lohmiller & Company's use of a non-business consumer credit report on 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) Lohmiller & Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consents(s) 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.

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
(Personal Guarantor – Signature) (Personal Guarantor – Signature)

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

Social Security # \_\_\_\_\_ Social Security # \_\_\_\_\_