



**APPLICATION FOR CREDIT AND AGREEMENT WITH SUN COUNTRY DISTRIBUTING  
P.O. BOX 370, ENGLEWOOD, CO 80151; 1630 WEST DARTMOUTH, ENGLEWOOD, CO 80110  
PHONE (303) 376-9000 FAX (303) 376-9010**

**APPLICANT INFORMATION**

Business Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Statements (email or fax): \_\_\_\_\_

Street Address (If different from above): \_\_\_\_\_

Owner(s): \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Resale Tax#: \_\_\_\_\_ State: \_\_\_\_\_ Fed. Tax I.D. #: \_\_\_\_\_

Persons authorized to charge on account: \_\_\_\_\_

**REFERENCES (Trade References Only)**

**Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Number of years of business relationship: \_\_\_\_\_

**Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Number of years of business relationship: \_\_\_\_\_

**Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Number of years of business relationship: \_\_\_\_\_

**Bank (Required):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Acct. #:** \_\_\_\_\_ **Date Opened:** \_\_\_\_\_



**CREDIT AGREEMENT**

The following terms and conditions apply to all sales made by Sun Country Distributing (“Sun Country”). The approval of credit by Sun Country is expressly conditioned upon the applicant’s acceptance of and agreement to these terms and conditions.

1. **Governing Law:** All sales shall be considered transactions occurring in Colorado and construed in accordance with Colorado law. Any action brought to enforce the terms of this agreement or alleging the breach hereof shall be brought only in the Denver, CO State District Court or the U.S. District Court in Denver, CO.
2. **Payment Terms:** Applicant agrees that all invoices shall be paid according to the credit terms stated on the invoice for each purchase, and according to this contract. Applicant agrees that a finance charge of 1.5% per month (18% per annum), with a minimum monthly charge of \$5.00, will be imposed on all outstanding balances. Applicant agrees to promptly pay all sums owed on this account upon demand by Sun Country. Applicant further agrees that it shall pay all costs of collection, including attorney’s fees and court costs.
3. **Disclaimer of Warranties:** ANY MANUFACTURERS WARRANTY IS THE PURCHASER’S SOLE REMEDY. SUN COUNTRY HERBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE APPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUN COUNTRY FURTHER DISCLAIMS LIABILITY FOR ALL INCIDENTAL AND ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE PURCHASE OF PRODUCTS FROM SUN COUNTRY.

Date: \_\_\_\_\_ Applicant’s Business Name: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**PERSONAL GUARANTEE:** (Must be executed by an owner of the applicant company. Must be signed, not typewritten or printed.)

Printed Name of Guarantor: \_\_\_\_\_  
Guarantor’s Social Security #: \_\_\_\_\_ DOB: \_\_\_\_\_

I, \_\_\_\_\_, Guarantor, in consideration of Sun Country Distributing extending credit to the applicant, absolutely and unconditionally guaranty the prompt performance of all the terms and provisions of the applicant’s credit account with Sun Country Distributing, including but not limited to the payment of all sums owed by the applicant to Sun Country Distributing, which sums include but are not limited to costs of collection, attorneys’ fees and court costs. Guarantor hereby waives each and every notice he or she may be entitled to, including but not limited to notice of default, and expressly consents to any extension, leniency, modification, waiver, forbearance, change in the interest rate, or other change which may be made in any of the terms and conditions of this credit account by the parties thereto or their successors or assigns. No such change, modification, extension, or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed. Guarantor further agrees and consents that Sun Country Distributing may immediately enforce this obligation in Denver, Colorado against the Guarantor without being required to first take action against the applicant, any other person, or any collateral, if applicable. This guaranty shall apply to future as well as present transactions.

Date: \_\_\_\_\_ Guarantor (Signature): \_\_\_\_\_



**BANKING INFORMATION RELEASE AUTHORIZATION**

Company Name: \_\_\_\_\_

The above company has applied to us for credit and has given your bank as a credit reference. Any information you provide us will be considered confidential. Thank you for your cooperation.

I, \_\_\_\_\_, authorize (bank name) \_\_\_\_\_

To release any information requested in regards to credit or account information concerning my relationship with the above banking institution.

Account Number(s): \_\_\_\_\_

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