



ACCOUNT APPLICATION DATE: _____

4700 HOLLY STREET DENVER, COLORADO 80216-6400 (303) 320-1270 FAX (303) 355-8250

APPLICANTS BUSINESS NAME _____

ADDRESS _____ CITY _____ COUNTY _____ STATE _____

ZIP CODE _____ BUS. PHONE () _____ FAX () _____ HOME PHONE () _____

BILL TO ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

SHIP TO ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

(if different from above address)

FORM OF ORGANIZATION: (PLEASE CHECK ONE) PROPRIETORSHIP PARTNERSHIP LLP CORPORATION LLC

YEAR STARTED _____ FEDERAL ID # _____ STATE WHERE BUSINESS REGISTERED _____

OWNERS/OFFICERS:

NAME _____ SSN# _____ TITLE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ SSN# _____ TITLE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ SSN# _____ TITLE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

GENERAL INFORMATION: (PLEASE CHECK ONE)

HOW WOULD YOU PREFER TO RECEIVE YOUR INVOICES (Please Choose One):

DAILY VIA FAX WEEKLY VIA US MAIL DAILY VIA EMAIL Email Address: _____

PRODUCTS TO BE PURCHASED: CONSUMER LAWN PRODUCTS CONSUMER PARTS

COMMERCIAL "TURF" EQUIPMENT COMMERCIAL "TURF" PARTS

IRRIGATION EQUIPMENT AND PARTS

TYPE OF ACCOUNT REQUESTED: C.O.D. CREDIT, AMOUNT OF CREDIT REQUESTED \$ _____

PURCHASE ORDERS REQUIRED: YES NO

SALES TAX MUST BE COLLECTED: YES NO (PLEASE ATTACH COPIES OF APPLICABLE SALES TAX CERTIFICATES)

TRADE REFERENCES (GIVE ONLY NAMES FROM WHOM YOU BUY ON OPEN ACCOUNT)

NAME _____ PHONE () _____ ACCT # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE () _____ ACCT # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE () _____ ACCT # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE () _____ ACCT # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK REFERENCE _____ PHONE () _____ CONTACT _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TYPE OF ACCOUNT _____ ACCOUNT # _____

L.L. JOHNSON DISTRIBUTING COMPANY
CREDIT AGREEMENT AND TERMS OF SALE

SALES AGREEMENT: (MUST BE SIGNED BEFORE CREDIT ACCOUNT APPLICATION CAN BE PROCESSED)

1. Applicant agrees that the preceding information is for the purpose of obtaining credit and is warranted to be true. Applicant hereby authorizes the firm to whom this application is made to investigate the references pertaining to applicants credit, and financial responsibility, and to obtain personal and/or business credit reports as needed.
2. If a past due condition persists on an open account, L.L. Johnson Distributing Company 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 and demonstrates the ability to abide by the terms of sale.
3. This agreement governs only the sales on account by the Distributor to the Customer, and this Agreement does not provide for, nor shall it be construed as a commitment by or an obligation of, the Distributor to continue selling products to the Customer or extend credit to the Customer.
4. Applicant shall send **Seller** written notice of any changes in the form of or the ownership of the Applicant's business within five (5) days after the change. The **Seller** may require a new credit agreement and update of credit information before approving applicants credit following the change.
5. Payment for all sales, on terms, are due **NET 30 DAYS** from the date of the invoice unless otherwise stated
6. Customer agrees that for and in consideration of the extension of credit herewith applied for that any amounts not paid within the terms of sale, **thirty days from the date of the invoice**, unless otherwise stated, shall bear finance charges at the rate of **One and one half percent (1.5%) per month, Eighteen percent (18%) per annum**, until the account is paid in full (not to exceed the maximum legal limit in this state.
7. Upon approval of credit, a signed UCC may be required.
8. Customer further agrees to pay any and all attorney fees, finance charges, costs of collection, filing and recording fees, and costs of liens incurred by L.L. Johnson Distributing Company in the collection any amounts except where prohibited by law.
9. All products returned due to customer error are subject to a **Twenty percent (20%)** restocking charge. This restocking charge will be deducted from the credit issued covering the return of said products.
10. The undersigned warrants the he/she has read and understands this agreement in its entirety, that this Agreement is the complete and accurate Agreement between the Distributor and Customer, and that he/she is authorized to act for and enter into this Agreement for and on behalf of the Customer.

Date: _____ **Authorized Signature** _____

Authorized Name (printed) _____

PERSONAL GUARANTY

In consideration of L.L Johnson Distributing Company's extension of credit to the Applicant for the purchase of merchandise at the request of the applicant or its agents, the undersigned hereby personally, unconditionally, and irrevocably guarantees the prompt payment of any sums now or hereafter owed to L.L. Johnson Distributing Company for merchandise supplied at the request of the Applicant or its agents, including all service charges and costs of collection, attorney fees, costs of liens, costs of suits, filing and recording fees, and all other amounts due as a result of the extension of credit to the Applicant by L.L. Johnson Distributing Company under open account, contract, or otherwise. It is understood and agreed that credit, if extended, is to be on a continuing basis, and L.L. Johnson Distributing Company shall not be obligated to notify the undersigned of the date or amounts of any such credit, and the undersigned waives demand notice of default, extension of time, modification, or other forbearance which may be extended by L.L. Johnson Distributing Company. L.L. Johnson Distributing Company may enforce this Guaranty against the undersigned directly without first having exhausted its remedies against Applicant.

This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested, is received by L.L. Johnson Distributing Company, 4700 Holly Street, Denver, Colorado 80216. The guarantor's obligation 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. Venue is agreed to be Adams County, Colorado for any court action(s) arising out of or related to the enforcement of the Sales Agreement or this Personal Guaranty.

DATE: _____ **GUARANTOR'S NAME(printed)** _____

GUARANTOR'S SIGNATURE _____ **SSN #** _____

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____