



ALBERT FREI & SONS

PO BOX 700
Henderson, CO 80640
PH: (303) 289-1837
FAX: (303) 289-2865

CREDIT APPLICATION AND AGREEMENT

DATE _____

Company Name _____

Mailing Address _____

City _____

State _____

Zip _____

Physical Address (if Different) _____

Telephone _____

Fax _____

Email _____

Business Structure: Corporation ____ Sole Proprietorship ____ Partnership ____ Other (explain) ____

Start Date: _____

D&B # _____

Fed Tax ID # or SS # _____

Contractors License # _____

Company Officers/Partners: _____

Title _____

Telephone _____

Requested Credit Limit **\$** _____

Do you require a monthly statement? Yes ____ No ____

Do you require a purchase order? Yes ____ No ____

Resale and/or Tax Exempt - Tax ID Number _____

Names of individuals that can charge to this account: _____

Have you or your company or any other company you have been affiliated with ever filed for bankruptcy?

Yes ____ No ____

If so state: Date, Name of Company, and Current Status. _____

Do you or your company do business under any other names? Yes ____ No ____

If so give name, address and type of business. _____

Has a tax lien or civil suit against Applicant or any of its Owners, Principals, Partners, Officers or Directors been filed within the past six years? Yes ____ No ____

If so identify court, dates, subject matter of action, etc. _____

Do you presently have any business charge accounts (or personal charge accounts, if personal business) which have balances past due? Yes _____ No _____
If so, identify merchant and amount due on account and length of time past due.

Bank References:

Checking/Savings/Other	Account #	Telephone
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Bank Address (es)

Bank Officer Contact (s)	Telephone
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Credit References: (3 Required)

Name	Telephone
Address	Fax
Name	Telephone
Address	Fax
Name	Telephone
Address	Fax

Other Comments

Please attach a copy of your most recent financial statements.

Applicant attests that all information presented herein to be accurate and true.

Albert Frei & Sons, Inc will rely on the foregoing information as a basis for extending credit. By signing this application applicant understands that Albert Frei & Sons, Inc may seek information from any or all of the foregoing references listed.

Purchaser (applicant) agrees to pay by the terms stated on invoice. 1½% interest per month will be charged on delinquent accounts.

In the event of default purchaser (applicant) is liable for all collection costs including reasonable attorney fees.

(Company Name)

By: _____ (Applicant's Name Printed) _____ (Applicant's Signature) _____ (Date)

By: _____ (Applicant's Name Printed) _____ (Applicant's Signature) _____ (Date)

By: _____ (Applicant's Name Printed) _____ (Applicant's Signature) _____ (Date)

PERSONAL GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the undersigned, and if more than one, each of them, jointly and severally, (hereinafter jointly and severally "Guarantor(s)") unconditionally (and if an individual personally) guarantee any and all obligations due and to become due of _____ (" ") to Albert Frei & Sons, Inc. or any subsidiary or affiliates, if any, of it (all of whom are hereinafter referred to as "AFS") including but not limited to payment of all amounts, including invoice amounts, damages, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future may be owing by _____, or any successor thereof, to AFS for any reason. This is an open, unlimited and continuing guaranty ("Guaranty") and Guarantor(s) agree that any and all credit and other rights provided to _____ now and at any time in the future are done so by AFS in material reliance on this Guaranty notwithstanding any other rights or remedies AFS may have now or at any time in the future relating to the collection of such sum(s) by any other means or methods.

In case of any suit or action is commenced by AFS for collection of any debt guaranteed hereby, the prevailing party shall be entitled to its collection costs and reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), including but not limited to those incurred prior to and at any trial, any court annexed arbitration, on any appeal, and on denial of any petition for review. Jurisdiction for any action may, at the sole option of AFS, be the courts of the State of Colorado with venue in Adams County. Guarantor(s) consent to such jurisdiction and venue. This Guaranty shall be governed by and construed in accordance with Colorado law without resort to its principles on conflict of laws.

Guarantor(s)

NOTE: By signing this Guaranty you are agreeing to be personally liable

Signature: _____, personally
Print Name: _____
SSN: _____
Date: _____

Signature: _____, personally
Print Name: _____
SSN: _____
Date: _____

Notary Seal SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ Day of _____, 20__.

Notary _____

Commission Exp. _____