



# NEW ACCOUNT APPLICATION

FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATIONS WITH RIO GRANDE CO., THE FOLLOWING INFORMATION IS FURNISHED AS BEING A TRUE AND CORRECT STATEMENT OF PERSONAL AND FINANCIAL INFORMATION.

Rio Grande Sales Rep: \_\_\_\_\_ Email Completed Application to: [credit@riograndeco.com](mailto:credit@riograndeco.com) or Fax to 303-825-4655

Business Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Purchasing Contact Name \_\_\_\_\_ Email Address: \_\_\_\_\_

Accounts Payable Contact Name \_\_\_\_\_ Email Address: \_\_\_\_\_

How would you like to receive your Invoices: Email: \_\_\_\_\_ Mail \_\_\_\_\_

Type of Business: (mark one) Corporation \_\_\_ Partnership \_\_\_ Individual \_\_\_ LLC \_\_\_ LLP \_\_\_ LP \_\_\_

Date Started: \_\_\_\_\_ Federal I.D. # \_\_\_\_\_

If Subsidiary: Name and Address of Parent Co. \_\_\_\_\_

If a corporation, under what State law is the company incorporated \_\_\_\_\_

| PRINCIPALS: | Name  | Position | Email Address |
|-------------|-------|----------|---------------|
| 1.          | _____ | _____    | _____         |
| 2.          | _____ | _____    | _____         |

## WE HAVE OPEN CREDIT ACCOMMODATIONS WITH THE FOLLOWING BUSINESSES:

|    | Major Suppliers | Telephone | Fax Number |
|----|-----------------|-----------|------------|
| 1. | _____           | ( ) _____ | ( ) _____  |
| 2. | _____           | ( ) _____ | ( ) _____  |
| 3. | _____           | ( ) _____ | ( ) _____  |

NAME OF BANK \_\_\_\_\_ Address: \_\_\_\_\_ Acct Number: \_\_\_\_\_

What is your estimate of monthly purchases from Rio Grande Co.? \$ \_\_\_\_\_

What will you be purchasing (Mark all that apply): **Brick/Stone/Pavers** \_\_\_ **Fireplaces** \_\_\_ **Hardware** \_\_\_ **Rebar/Concrete Accessories** \_\_\_ **Masonry** \_\_\_ **Steel** \_\_\_ **Stucco** \_\_\_ **Tile Products** \_\_\_ **Safety** \_\_\_ **Tools/Equipment** \_\_\_ **Outdoor Living** \_\_\_ **Other (please specify)** \_\_\_\_\_

SALES TAX: Tax must be charged Yes \_\_\_\_\_ No\* \_\_\_\_\_

\*Must attach copies of tax license(s) and/or exempt certificates or tax will be charged accordingly.

PURCHASE ORDER REQUIREMENTS: P.O. Required Yes \_\_\_\_\_ No \_\_\_\_\_

**If Purchase order is not required, please list names of individuals authorized to order and pick up material.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CREDIT AGREEMENT**

In consideration of Rio Grande Co. extending credit to the applicant, named in this credit application, delivering materials to the applicant on credit terms, and relying upon the representations set forth on the credit application, the undersigned agrees as follows:

1. The person signing this agreement warrants and represents that he/she has full authority to enter into this credit agreement for and on behalf of the applicant.
2. All the charges for material delivered to the Applicant are due and payable by the 10<sup>th</sup> day of the month following delivery of the materials. These charges are considered Past Due if payment is not received by the 25<sup>th</sup> of the month. A FINANCE CHARGE OF ONE AND ONE-HALF PERCENT (1 ½% ) per month on the unpaid balance, which is an ANNUAL RATE OF EIGHTEEN PERCENT ( 18% ) SHALL BE CHARGED ON ALL PAST DUE AMOUNTS. Rio Grande Co does not accept credit cards as a form of payment. No Discounts are Allowed.
3. I/We (Applicant) hereby authorize Rio Grande Co. to verify the information set forth in this Agreement, to obtain commercial and consumer credit reports from time to time, and to inquire of the trade and bank references provided in this agreement and/or any others that Rio Grande Co becomes aware of at any time in the future. Applicant authorizes any consumer reporting agency to furnish a credit report under other names, aliases and key personnel of the Applicant.
4. Notice to the Applicant of nonpayment of any past due accounts is hereby waived.
5. If Rio Grande Co. at its sole discretion, deems it necessary or advisable to retain attorneys to enforce any provision of this agreement, or to collect any past due account hereunder, then, whether or not suit is brought, Applicant shall pay all costs and expenses incurred by Rio Grande Co. in connection therewith, including reasonable attorneys fees, and all such costs and expenses shall be included in the judgment and shall be secured by any liens which inure to the benefit to Rio Grande Co. Neither the terms of this agreement nor the taking of any particular action to enforce provisions hereof shall be construed as a limitation on, election or waiver of any other remedies available to Rio Grande Co. at law or in equity.
6. This is an agreement only for the extension of credit upon the sale of materials by Rio Grande Co. and is in no way a commitment by Rio Grande Co. to sell any materials whatsoever. The credit extended under this agreement may be terminated at any time when, within the sole judgment of Rio Grande Co., the credit standing of the Applicant or any Guarantors becomes impaired, or when it appears any material representations on the credit application are false.
7. Authorized returns of regular saleable stock items will be subjected to a handling charge, to be determined at the time the material is inspected to The Rio Grande Co. warehouse and restocked as saleable merchandise.
8. The extension of credit to any Applicant is at the discretion of Rio Grande Co. and the signing of this credit application does not guarantee that Rio Grande Co. will extend credit terms to the Applicant. Rio Grande Co. reserves the right to sell materials on a cash only basis. However, if there is ever a past due balance on Applicant's account, all the terms of the credit agreement shall apply.

DATED: this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Applicant (Company Name) \_\_\_\_\_

By \_\_\_\_\_  
SIGNATURE
PRINT NAME AND TITLE

**PERSONAL GUARANTY**

Inconsideration of Rio Grande Co., extending credit to the Applicant for purchasing any materials after this date at the request of Applicant or its agents, the undersigned hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed Rio Grande Co., for material supplied at the request of the Applicant or its agents, including all service charges and costs of collection, whether said sums are or will be due Rio Grande Co., under open account, contract, or otherwise. It is understood and agreed that credit, if extended, is to be on a continuing basis, and Rio Grande Co. shall not be obligated to notify the undersigned of the dates or amounts of any such credit, and the undersigned waives demands, notice of default, any extension of time, modification or other forbearance which may be extended by Rio Grande Co., 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 Rio Grande Co., 3990 Havana St, Denver, Co. 80239. Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated; said date not to be less than seven (7) days after the described notice is received. This agreement shall be deemed to have been entered into in the State of Colorado. Unless otherwise required by law, the parties agree that the Courts for the City and County of Denver, State of Colorado shall have exclusive jurisdiction over any legal actions. The parties agree and consent to the jurisdiction of that court over the subject matter of those controversies and over them personally.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Individual \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Social Security # \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Individual \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Social Security # \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_