



# Rocky Mountain Air Solutions

Assigned Branch Loc. # \_\_\_\_\_

Assigned Acct. #: \_\_\_\_\_

## Credit Account Application

### PART I

PLEASE PRINT LEGIBLY

Business or Primary Name \_\_\_\_\_ DBA \_\_\_\_\_

Shipping Address-Street: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ County \_\_\_\_\_

Billing if different-Street: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax ( ) \_\_\_\_\_ - \_\_\_\_\_ E-Mail \_\_\_\_\_

Sales Tax Exempt ☐ Yes ☐ No

**If Yes, you must attach a copy of your Sales Tax Exempt Certificate (In Colorado, City & State Sales Tax Licenses are required)**

Date Business Started \_\_\_\_\_

Indicate If ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ LLC

**(Any Sole Proprietorship, Partnership, LLC or any business less than a year old must complete the Personal Guarantee in Part 6 of this form.)**

Parent Company Name \_\_\_\_\_

Parent Co. Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

<u>Names of Owners/Partners /Officers</u>	<u>Title</u>	<u>Phone</u>	<u>FEIN #/Social Security # *</u>
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_____	_____	( ) _____	_____
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_____	_____	( ) _____	_____
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**\*Social Security Number is required for a Sole Proprietorship, Partnership, LLC or New Business**

### PART 2

Purchase Order Required ☐ Yes ☐ No PO # Required \_\_\_\_\_

Blanket Purchase Order \_\_\_\_\_ Exp. Date \_\_\_\_\_

Desired Credit Limit \$ \_\_\_\_\_

Monthly Statement: Yes or No (Circle One)

### PART 3

#### CREDIT REFERENCES

Bank Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Bank Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax ( ) \_\_\_\_\_ - \_\_\_\_\_

Reference Information:

1. Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax ( ) \_\_\_\_\_ - \_\_\_\_\_

2. Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax ( ) \_\_\_\_\_ - \_\_\_\_\_

3. Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax ( ) \_\_\_\_\_ - \_\_\_\_\_

Branch Use Only

Salesman No. \_\_\_\_\_ Territory No. \_\_\_\_\_ Tax Code \_\_\_\_\_ Submitted by \_\_\_\_\_

**PART 4****CYLINDER CARE**

1. The undersigned ("the Customer") acknowledges that from time to time it may be in possession of cylinders owned by Rocky Mountain Air Solutions a United States Welding, Inc. company ("the Company").
2. The Company is at all times the sole owner of the cylinders. The Customer agrees to keep the cylinders in its sole possession and maintain sole possession absent the prior written permission of the Company.
3. The Customer agrees that it shall not allow any person other than the Company or its authorized agent to fill the cylinders.
4. The Customer shall be responsible for the cylinders while in the Customer's possession and shall keep them free from any liens or encumbrances. The Customer shall notify the Company of any loss or damage to a cylinder. If any cylinder is lost or damaged while in the Customer's possession, the Customer shall pay the Company upon demand, the cost in the Company's sole judgment, of replacing or repairing the cylinder. All cylinders shall be returned to the Company in the same condition as received, ordinary wear and tear excepted.
5. The Customer acknowledges that the Company will provide an accounting balance of the number of cylinders in the Customer's possession from time to time. The Customer understands that such balance may be listed on the Company's daily and rental invoices. The Customer will review the balance and report any discrepancies to the Company on a timely basis, but no later than 30 days from receipt, otherwise the Customer accepts such balances.
6. The Company may conduct cylinder audits at the Customer's place of business during business hours upon 24 hours notice.
7. The Company shall not be liable for any indirect damages, special incidental or consequential, caused by or arising out of the delivery, installation, operation, use or repossession of the cylinders or from any defect therein or in any part thereof. THE CUSTOMER AGREES THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE CYLINDERS AND PRODUCT THEREIN FOR A PARTICULAR PURPOSE.

**PART 5****CREDIT TERMS**

1. The Customer certifies the information in this credit application is correct and requests a Company charge account.
2. The Customer consents to the obtaining of credit and other information as may be used at any time in connection with the Customer account hereby applied for and to the lawful disclosure of any credit information concerning the Customer and its principals.
3. Terms are as stated on all invoices, this Credit Account Application and any other agreements subsequently executed by the Customer.
4. A late charge of 1.7% per month (20.4% per annum) will be calculated on any outstanding balance and will be imposed each month upon all amounts not paid in accordance with the terms of sale.
5. A service charge of \$25 will be billed for any checks returned unpaid for any reason.
6. Title to any merchandise purchased will remain with the Company until paid in full.
7. The Customer acknowledges that if it does not adhere to these terms, the Company has the right to suspend credit privileges and is entitled to report the credit information to a credit reporting service.
8. The Customer agrees to pay attorney's fees, collection expenses and court costs in the event the Company determines to pursue any means of collection.

This Agreement shall be construed under Colorado law. This Agreement may only be amended in writing as executed by both parties. Customer agrees that any suit for the enforcement of this Agreement or any invoices may be brought in the courts of the City and County of Denver, Colorado or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court. Customer waives any objection that it may have to the venue of any such suit, personal jurisdiction of the court, or that such suit is in an inconvenient forum. Customer waives its rights to a jury trial in respect of any action or claim arising out of any dispute in connection with this Agreement or any invoices.

APPLICANT COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT SIGNATURE NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**PART 6****SOLE PROPRIETORSHIP, PARTNERSHIP, LLC or NEW BUSINESS****PERSONAL GUARANTEE**

In consideration of Rocky Mountain Air Solutions a United States Welding, Inc. company ("the Company") accepting orders and delivering any goods and services after this date for and on behalf or at the request of \_\_\_\_\_ ("the Customer") whose address is \_\_\_\_\_, which term includes employees and / or agents, the undersigned hereby personally guarantees to the Company the payment of any sums now owing and all sums to become due to the Company hereinafter for goods and any services, heretofore or hereafter, sold to or performed for the Customer, whether said sums are owing or become due under contract or on open account, and the undersigned waives demand for payment and notice of nonperformance and nonpayment. The undersigned consents to the obtaining of credit and other information on the undersigned.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT SIGNATURE NAME \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_