



Please email completed form to: credit@southwestboulder.com
 Or fax to (760) 451-1668.

FOR OFFICE USE ONLY:		
DATE _____	TERMS _____	CR LIMIT _____
ACCT # _____	CATEGORY _____	
EMPLOYEE _____	TAX AREA _____	
FIN CHGE _____	EXEMPT _____	
BUY LEV _____	SGL-PAR _____	
APPROVED: _____		

APPLICANT INFORMATION			
LEGAL BUSINESS NAME OF APPLICANT:		CONTRACTOR LICENSE NO.:	
PHYSICAL STREET ADDRESS:		CITY, STATE, ZIP:	
MAILING ADDRESS:		CITY, STATE, ZIP:	
EMAIL:		OFFICE TELEPHONE:	
DATE FORMED:		STATE OF ORGANIZATION:	
BUSINESS TYPE: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:			
DESCRIPTION OF BUSINESS (Check the one that best describes your business):			
<input type="checkbox"/> Landscape Architect <input type="checkbox"/> Custom Bldr. <input type="checkbox"/> Government <input type="checkbox"/> Commercial General Contractor <input type="checkbox"/> Landscape Contractor <input type="checkbox"/> Nursery/Garden Center <input type="checkbox"/> Masonry Contractor			
APPROX. NO. OF EMPLOYEES:		TAXABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO - Attach verification	
HAS ANY OWNER EVER FILED BANKRUPTCY? WHICH OWNER? WHEN?		PO'S REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES YOUR BUSINESS HAVE AFFILIATED, SUBSIDIARY OR PARENT COMPANIES? <input type="checkbox"/> YES <input type="checkbox"/> NO		EST. MONTHLY PURCHASES: \$ _____	
IF SO, PLEASE LIST THEM:		ANY OUTSTANDING LIENS OR JUDGEMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
HAVE YOU EVER DONE BUSINESS WITH OR RECEIVED CREDIT FROM SOUTHWEST BOULDER & STONE? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If YES, under what name? _____ At what location? _____			
WHO IS YOUR ACCOUNTS PAYABLE CONTACT PERSON? Name: _____ Phone: _____			
INFORMATION REGARDING OWNERS			
NAME & TITLE:		HOME ADDRESS:	
SSN:		CITY, STATE, ZIP:	
HOME TELEPHONE:		MOBILE TELEPHONE:	
NAME & TITLE		HOME ADDRESS:	
SSN:		CITY, STATE, ZIP	
HOME TELEPHONE:		MOBILE TELEPHONE:	
FINANCIAL REFERENCES			
BANK NAME:		CONTACT PERSON:	
OFFICE TELEPHONE:			
BANK NAME:		CONTACT PERSON:	
OFFICE TELEPHONE:			
BUSINESS REFERENCES			
Please include subcontractors/suppliers who have extended credit to you in an amount relative to what you are requesting from us, if possible.			
SUPPLIER:		CITY:	
OFFICE EMAIL:			
SUPPLIER:		CITY:	
OFFICE EMAIL:			
SUPPLIER:		CITY:	
OFFICE EMAIL:			

CONTRACTOR/BUSINESS CREDIT APPLICATION, Page 2 of 3

I give the information on Page 1 of this application for the purpose of obtaining credit under the Southwest Boulder & Stone Credit Agreement and hereby authorize Southwest Boulder & Stone to verify or obtain information concerning statements made by me from any creditbureau or other source. I have read the Southwest Boulder & Stone Credit Agreement set forth below, agree to the terms and conditions of that Agreement and understand credit granted by Southwest Boulder & Stone is subject to Southwest Boulder & Stone's acceptance of the credit information listed on Page 1 or obtained hereon. I hereby acknowledge receipt of all required Federal Truth in Lending disclosures.

_____ DATE	_____ SIGNATURE	_____ POSITION	_____ DATE	_____ SIGNATURE	_____ POSITION
_____ DATE	_____ SIGNATURE	_____ POSITION	_____ DATE	_____ SIGNATURE	_____ POSITION

NOTE: If a partnership, all partners must sign. If a corporation, an authorized corporate officer must sign.

PERSONAL GUARANTEE REQUIRED FOR CORPORATE ACCOUNTS

In consideration for the credit extended to the corporation listed on Page 1 of this application, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred by or with the knowledge, consent, or actual or apparent authorization of the corporation.

SIGNATURE: _____ DATE: _____
SIGNATURE: _____ DATE: _____

SOUTHWEST BOULDER & STONE CREDIT AGREEMENT

In consideration for extension of credit to be made from time to time, customer agrees:

- 1) To assure responsibility for credit extended by store when account is used by or with the knowledge, consent, or actual, implied or apparent authorization of the customer;
- 2) To pay, at such place as store designates, obligations evidencing such credit, and any applicable FINANCE CHARGE, in accordance with billing and current customer payment schedule, including a reasonable attorney's fee as set by the court in the event of a default;
- 3) To be jointly and severally liable for any credit extended if the account was opened based on the application of more than one person;
- 4) That this agreement shall be governed by the laws of the state in which the customer resides;
- 5) To pay according to the following payment schedule:
 - (a) The entire amount of the new balance to be paid within 30 days of the billing date to avoid imposition of a FINANCE CHARGE.
 - (b) Whenever a partial payment is made, a FINANCE CHARGE will be calculated on the "Adjusted Balance" on the basis of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%). The "Adjusted Balance" subject to FINANCE CHARGE is computed by taking the balance in the account at the beginning of the billing cycle (the "Previous Balance") and subtracting any payments or credits made during the billing period.
 - (c) Purchases made during the current billing cycle are not included in the "Adjusted Balance" subject to the FINANCE CHARGE. No FINANCE CHARGE will be imposed for a billing period in which there is no "Previous Balance" or for a billing period in which payments and credit received before the "Payment Due Date" equal the "New Balance".
 - (d) Payments will be applied first to the FINANCE CHARGE, and then to the outstanding balance.
 - (e) Payments, credits and charges received after the "Closing Date" will appear on the next statement.
 - (f) The customer may at any time pay the entire balance without incurring any additional charge or penalty.

IN CASE OF DEFAULT, BUYER'S OUTSTANDING BALANCE WILL BECOME DUE AND PAYABLE AT SOUTHWEST BOULDER & STONE'S OPTION.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill:
 - A. Do not write on the bill. On a separate sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under the law) the following:
 - I. Your name and account number (if any).
 - II. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.
 - III. The dollar amount of the suspected error.
 - IV. Any other information (such as your address) which you think will help us to identify you or the reason for your complaint or inquiry. Send your billing error notice to the address on your bill which is listed after the words: "Send Inquiries To:" Mail it as soon as you can, but in any case, early enough to reach us within 60 days after the bill was mailed to you. If you have authorized your bank to automatically pay from your checking or savings account any credit card bills from that bank you can stop or reverse payment on any amount you think is wrong by mailing your notice so we receive it within 16 days after the bill was sent to you. However, you do not have to meet this 16-day deadline to get us to investigate your billing error claim.
2. We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during that 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill is correct. Once we have explained the bill, we have no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.
3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. However, you may remain obligated to pay the parts of your bill not in dispute.
4. If it is determined that we have made a mistake on your bill, you will not have to pay any finance charges, if we normally assess such charges, on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe; and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to any undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures. But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those to whom we reported you as delinquent of the subsequent resolution.
6. If we do not follow these rules, we are not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.
7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:
 - A. You must have bought them in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - B. The purchase price must have been more than \$50.However, these limitations do not apply if the merchant is owned or operated by us, or if we mailed you the advertisement for the property or services.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave. NW, Washington, DC 20580.