

MAIN OFFICE
1105 W. 122nd Avenue,
Westminster, CO 80234
(303) 394-6040 or 1-800-289-2777
Fax: (303) 394-2667

Credit (Net 30 Day Account)

CPS Customer Registration

**Mail, Fax or Email
Completed Application
to Main Office**
credit@cpsdistributors.com

Company Information

Name _____ Address _____
P.O. Box _____ County _____ City _____ State _____ Zip _____
Office Phone (_____) _____ Cell Phone (_____) _____ Fax (_____) _____
E-Mail _____ Web site _____ Other _____

Shipping Information

(name, if different from above) _____

Address _____ County _____ City _____ State _____ Zip _____

Other (Questions to answer)

	Yes	No	Comment
City Sales Tax charged?	<input type="checkbox"/>	<input type="checkbox"/>	If no, City tax license # _____ (attach copy)
State/County Sales Tax charged?	<input type="checkbox"/>	<input type="checkbox"/>	If no, State tax license # _____ (attach copy)
Been in business more than one year?	<input type="checkbox"/>	<input type="checkbox"/>	If yes how many years? _____
Do you use Purchase Orders?	<input type="checkbox"/>	<input type="checkbox"/>	If yes and you use a blanket P.O., enter # here _____
Do you want monthly statements?	<input type="checkbox"/>	<input type="checkbox"/>	Billing email or billing fax _____
Do you want invoices?	<input type="checkbox"/>	<input type="checkbox"/>	Billing email or billing fax _____
Do you use job accounts?	<input type="checkbox"/>	<input type="checkbox"/>	This is good for customers who like to use job costing. <small>(You will receive invoices & stmts for each job applied for)</small>
Do you have authorized signers/users?	<input type="checkbox"/>	<input type="checkbox"/>	If yes, attach list (notify credit dept. timely of changes)

Is this business: Solely owned; Partnership; LLC LLP; Corporation; Government; Non-profit

Formed under the state laws of: _____ Federal ID#: _____

Payment Method Option

Do you want CPS to pay your statements by credit card? If yes, credit card # _____ Expiration date: ____/____/____
 Visa MC Disc

By completing the blanks indicated above, I authorize CPS to charge to my credit card the outstanding balance on my account(s) existing on the last day of each month. Such charge to my account will be made by CPS no later than the 10th day of the following month. Failure of CPS to make payment in this manner or rejection of charge by credit card company in no way releases customer of payment on this account.

Wholesale Account

I (we) am applying for an account at CPS. By virtue of my (our) signature on this registration, I (we) am representing that I (we) am actively engaged in the sale and/or installation of irrigation/pump equipment and am eligible to purchase on a wholesale basis. I (we) am involved in the following activities: commercial landscape installation residential installation pump installation
 retail sales outlet apartment/office maint. municipal maint. church/non-profit maint. excavator

Principal Owners/Officers (If subsidiary, give parent information here)

Name _____

Address _____ City _____ State _____ Zip _____

SSN _____ Officer/Owner(%) _____ Parent Co. _____

Name _____

Address _____ City _____ State _____ Zip _____

SSN _____ Officer/Owner(%) _____ Parent Co. _____

Name _____

Address _____ City _____ State _____ Zip _____

SSN _____ Officer/Owner(%) _____ Parent Co. _____

Credit/Trade Reference

Name _____ Address _____ Phone _____ Contact _____

1. _____

2. _____

3. _____

Terms

THE CUSTOMER agrees to the following terms and conditions for purposes of any sales or other transaction that may occur between CPS Distributors, Inc. and its subsidiaries and Customer:

1. At its sole discretion, Seller may, at any time, cancel or refuse to sell to Customer, including but not limited to on a credit basis.
2. For any sale that is made on a credit basis, payment shall be made to seller at the address shown on its invoices within 30 days of the date of the invoice. If any amount owing to Seller is not paid when due, Customer shall pay a finance charge of one and one-half percent per month (18 percent per year) when the date the invoice becomes past due.
3. All transactions between Customer and Seller shall be governed by the laws of Colorado. In the event that any litigation of other legal proceeding is commenced to resolve any dispute or other matter between Customer and Seller, Customer and all of its owners and partners consent to the jurisdiction of Colorado and its courts. At Seller's sole option, venue in any such proceeding shall be in the county of Adams, Colorado or in the county where the Seller's branch, which supplies Customer, is located.
4. Customer agrees to pay all reasonable costs incurred by Seller in enforcing the terms of this agreement and in collecting any amounts that may become past due and owing by Customer to Seller, including attorney's fees, collection agency charges (not to exceed 40% of the principal amount owing), deposition fees, and court costs.
5. Customer authorizes Seller to inquire into and obtain from any bank, lending institution, credit reference or reporting agency, whether listed in this Credit Application or not, any and all information relating to the Customer's credit worthiness or financial condition.
6. Customer shall notify Seller in writing at least 30 days prior to the effective date of any change in legal composition or ownership of the Customer's business. To be effective, such notice shall be sent by registered or certified mail to CPS Distributors, Inc., 1105 W. 122nd Ave., Westminster, CO 80234, Attention: Credit Department, specifying the nature and effective date of the legal composition or ownership.
7. The terms of this agreement contain the sole and entire agreement and understanding concerning Customer's purchases from Seller. All prior discussions and documents, which relate to the substance of this agreement are merged herein and superseded by the terms of this agreement. This agreement may be supplemented by the terms in Seller's invoices or other sales documents, which terms shall be enforceable unless Customer reasonably objects to the terms. To be enforceable, any amendments or waivers to the terms of this agreement must be in writing and signed by the party to be charged. The terms of this agreement shall apply to and bind any successor and heir of Customer, and shall insure to the benefit of any successor or assign of the Seller.

Signature _____ Date _____ Typed/Printed Name _____

Signature _____ Date _____ Typed/Printed Name _____

(Must be signed by an Officer/Director, Member/Manager, Owner or all partners)

Personal Guaranty

In consideration for CPS Distributors, Inc. "CPS" and its subsidiaries (Seller) extending credit to _____ (Customer) on or after this date, the undersigned (Guarantors) hereby personally guarantee unconditionally the prompt payment of any sums including but not limited to interest service charges, attorney's fees, collection agency fees, and deposition fees) and obligations which are now or shall hereafter become due and owing by the Customer to Seller. It is understood and agreed that credit, if extended to the Customer, is to be on a continuing basis, and Seller shall not be obligated to notify the Guarantors of the dates or amounts of any such credit, and that the Guarantors waive demand and notice of default and agree that any extension of time or other forbearance which may be granted by Seller shall not affect or alter Seller's rights under this guaranty.

Guarantors agree that any transaction between Customer and Seller shall be governed by the laws of Colorado. In the event that any litigation or other legal proceeding is commenced to resolve any dispute or other matter between Customer and Seller, including but not limited to the enforcement of this guaranty, the Guarantors, for themselves personally and the Customer, consent to the jurisdiction of Colorado and its courts. At Seller's sole option, venue in any such proceeding shall be in the county of Denver, Colorado or in the county where the Seller's branch which supplies Customer is located.

This guaranty shall remain in full force and effect until Seller receives a written notice, sent by registered or certified mail, addressed to CPS Distributors, Inc., 1105 W. 122nd Ave., Westminster, CO 80234, Attention: Credit Department, specifying the effective date, which shall be not less than fifteen days from the date after the notice, sent is received by Seller, of the Guarantors intent to revoke this guaranty. Such revocation becomes effective and shall not affect, in any manner, the obligations incurred prior to the date that such revocation becomes effective.

The liability of any undersigned Guarantor shall be joint and several with the Customer and any other Guarantor. This obligation of the Guarantors shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation of the Customer's business or any other change in the legal composition, nature, personnel or location of the Customers business. This guaranty shall insure to the benefit of Seller, its successors and assigns, and shall bind the heirs, executors, personal representatives, administrators and other successors of the Guarantors.

The terms of this guaranty contain the sole and entire agreement and understanding of the Guarantors concerning the subject matter hereof. All prior discussions and documents which relate to the substance of this guaranty are merged herein and superseded by the terms contained herein. To be enforceable, any amendment or waiver to the terms of this guaranty must be in writing and signed by the party to be charged.

Date ___/___/___

Name (please print) _____ Signature of Guarantor (no titles) _____

SS# _____ Home Phone Number (_____) _____

Residential Address _____ City _____ State _____ Zip _____

Date ___/___/___

Name (please print) _____ Signature of Guarantor (no titles) _____

SS# _____ Home Phone Number (_____) _____

Residential Address _____ City _____ State _____ Zip _____