



CREDIT APPLICATION
335 S. Wilson St. Vinita, OK 74301
P (918) 528-9110 / F (918) 256-0534

OFFICE USE ONLY

Date received: _____ Date processed: _____
Credit limit: _____ P.L.: _____
Approved by: _____ Date: _____

ALL OFFICERS, PARTNERS, OR PROPRIETORS ARE REQUIRED TO SIGN AT BOTTOM.

Requested credit line amount: _____

Business information: Complete legal business name needed

Business name	Federal tax ID #	
DBA name	Phone	Fax
Address <input type="checkbox"/> Own <input type="checkbox"/> Rent	Key contact name	Cell
Address / State / Zip code / County	Year business established	
Business type <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Subchapter S <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability <input type="checkbox"/> Year with present ownership		
Last year gross sales \$	Net income \$	Email

Principal information: Complete names and addresses needed. No P.O. box #'s.

First / Middle / Last	Social security #	Date of birth
Home address <input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone	
City / State / Zip code	Title	Ownership %
First / Middle / Last	Social security #	Date of birth
Home address <input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone	
City / State / Zip code	Title	Ownership %
First / Middle / Last	Social security #	Date of birth
Home address <input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone	
City / State / Zip code	Title	Ownership %

Additional Information: In the event C&L Supply HVAC and Plumbing is unable to authorize your credit facility based on the above information, we will process your request through our normal credit underwriting procedures. Information listed below will enable us to process your request in a timely manner.

Has the company and/or any principal been bankrupt? Yes No

Bank name	City / State	Checking account #
Contact name	Bank phone	Credit line amount: \$
Insurance company name	City / State	Contents coverage: \$

Open account references: List your three (3) largest open account vendors:

Vendor name	City / State	Account #
Contact name	Phone	
Vendor name	City / State	Account #
Contact name	Phone	
Vendor name	City / State	Account #
Contact name	Phone	
Vendor name	City / State	Account #
Contact name	Phone	

Residential maintenance and alteration contractor license information

Contractor license #	Exp. date
Do you have the following licenses required under state and local codes: <input type="checkbox"/> Plumbing <input type="checkbox"/> Heating <input type="checkbox"/> A/C	
List license numbers and types: _____	

Which store will you be making the most purchases from? Springdale, AR Nevada, MO Osage Beach, MO Springfield, MO Bartlesville, OK Grove, OK Vinita, OK
Are you a heating and cooling contractor? Yes No (If yes, please provide C&L Supply HVAC and Plumbing with a copy of your EPA card.)

I (or we, in the event that additional principals or potential guarantors execute this authorization by signing below) make this application to C&L Supply HVAC and Plumbing for a line of credit and give the above information to C&L Supply HVAC and Plumbing for this purpose. By my/our signature below (original or facsimile thereof), I/we authorize C&L Supply HVAC and Plumbing to obtain information concerning any statements made herein and understand that personal credit reports may be requested in connection with this application and any subsequent update, renewal, or extension of credit. If I/we request, I/we will be informed whether or not a credit report was requested and the name and address of the agency that furnished the report. To the best of my/our knowledge, the information I/we provided is true. NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit application 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 in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law by this creditor is the Federal Trade Commission, Equal Opportunity, Washington D.C.

Principal signature: _____ Print name: _____ Date: _____
Principal signature: _____ Print name: _____ Date: _____

Please note, stamped signatures are not accepted.



CREDIT TERMS

_____ (enter customer name), hereinafter referred to as "Customer." Customer requests that C&L Supply HVAC and Plumbing, sell HVAC, plumbing parts and materials (collectively referred to as product) on account to a limit solely determined by C&L Supply HVAC and Plumbing in consideration of which the Customer and C&L Supply HVAC and Plumbing agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within ten (10) days of the month following each purchase. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 2% per month of the Customer's outstanding past due balance after deducting current payments and credits, and shall become part of the Customer's outstanding balance. In the event that the aforesaid interest rate violates any applicable law, then the interest shall be automatically reduced to the highest rate permitted by that law. Payments made with Visa, Mastercard, and Discover may be assessed a 2.5% service charge at C&L Supply HVAC and Plumbing sole discretion. Payments made with American Express may be assessed up to a 3% surcharge at C&L Supply HVAC and Plumbing sole discretion.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased from C&L Supply HVAC and Plumbing and expressly disclaims any reliance upon any statements or representations made or to be made by C&L Supply HVAC and Plumbing. The Customer waives any liability upon C&L Supply HVAC and Plumbing for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer.

The warranty of C&L Supply HVAC and Plumbing on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. C&L Supply HVAC and Plumbing not being the manufacturer of the equipment or parts, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on C&L Supply HVAC and Plumbing, said liability shall not exceed the contract price for the material purchased.

If the Customer fails to pay pursuant to the terms of this Agreement and C&L Supply HVAC and Plumbing elects to take legal action to collect this Account, the Customer shall pay all costs incurred by C&L Supply HVAC and Plumbing including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. Jurisdiction and venue for any matter in dispute shall be in Denver County, Colorado or such adjacent county as C&L Supply HVAC and Plumbing shall elect. Colorado law, except its conflict of laws, shall apply to all sales pursuant to this agreement. Customer waives any right to a jury trial. The Customer assigns to C&L Supply HVAC and Plumbing as security for any indebtedness, incurred or to be incurred to C&L Supply HVAC and Plumbing, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment, and inventory and the proceeds thereof.

The Customer authorizes any of its employees to order product in its behalf unless Customer provides C&L Supply HVAC and Plumbing with a written notification as to its employees authorized to order product. In the event the Customer directs C&L Supply HVAC and Plumbing to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes C&L Supply HVAC and Plumbing to leave the product at the designated place of delivery. Upon said delivery, the Customer will be responsible for said product. The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the product purchased from C&L Supply HVAC and Plumbing.

If the Customer is not a corporation or there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, until the Customer sends a written notice to C&L Supply HVAC and Plumbing of said change in status by Certified Mail Return Receipt Requested. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives C&L Supply HVAC and Plumbing written notice by email or fax within three (3) days of delivery, the Customer waives any claim he may have against C&L Supply HVAC and Plumbing for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. No purchase may be returned to C&L Supply HVAC and Plumbing without C&L Supply HVAC and Plumbing approval. If C&L Supply HVAC and Plumbing approves of a return of product, Customer will incur a restocking fee of ten (10%) to twenty-five percent (25%) of purchase price at C&L Supply HVAC and Plumbing sole discretion, upon return of product.

C&L Supply HVAC and Plumbing failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. **An electronically signed or delivered signed copy of this agreement shall be as binding as an originally signed and delivered document.**

I UNDERSTAND AND ACCEPT THESE TERMS OF CREDIT.

PRINT NAME _____

TITLE _____

SIGNATURE _____

DATE _____

PRINT NAME _____

TITLE _____

SIGNATURE _____

DATE _____



GUARANTY

In consideration of the sale of any goods by and as inducement to C&L Supply HVAC and Plumbing to grant credit, or assume a credit risk, from time to time, in respect of sales of goods made by C&L Supply HVAC and Plumbing to the Customer identified in the Credit Application attached, the undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account including interest and attorney's fees and costs incurred to enforce collection of the account and this Guaranty. The undersigned agrees that all the terms of the Credit Application are also incorporated as terms of this guaranty. The undersigned waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given or settlement with the principal debtor. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon C&L Supply HVAC and Plumbing, by Certified Mail Return Receipt Requested, declaring said guaranty shall not apply to future purchases. An electronically signed or delivered signed copy of this Guaranty shall be as binding as an originally signed and delivered document. This guaranty shall be binding upon the undersigned, his legal representatives, and assigns, and shall insure to the benefit of C&L Supply HVAC and Plumbing and their successors and assigns.

DATED _____

DATED _____

SIGNATURE OF GUARANTOR

SIGNATURE OF GUARANTOR

PRINT NAME

PRINT NAME

ADDRESS

ADDRESS

CITY / STATE / ZIP

CITY / STATE / ZIP