



## Application for Credit Oldcastle SW Group, Inc.

**United Companies** • 2273 River Road Grand Junction, CO 81505 • P 970-243-4900 • F 970-243-5945  
**United Companies** • 839 Mackenzie Ave., Canon City, CO 81212 • P 719-275-3264 • F 970-243-5945  
**Four Corners Materials** • PO Box 16 Farmington, NM 87499 • P 505-324-3910 • F 505-327-7234  
**Telluride Gravel** • 964 County Road 63 L Telluride, CO 81435 • P 970-728-3775 • F 970-243-5946  
**Asphalt Paving Companies** • 14802 W 44th Ave Golden, CO 80403 • P 303-996-7240 • F 303-279-6216

Credit Limit Request: \_\_\_\_\_

### Requested Materials:

Aggregates: ☐ Yes ☐ No  
Ready mix: ☐ Yes ☐ No  
Asphalt: ☐ Yes ☐ No

Please submit to: OldcastleSWregion@oldcastlematerials.com

**This credit application is valid if signed by owner / authorized agent on the reverse side**

Name of firm or individual (exact legal name):		Work phone:	Cell phone:	Fax #:
Business address:		Billing address (if different):		
City, State, Zip Code:		City, State, Zip Code:		
		Email Address (necessary for billing purposes):		
Home address of owner (if different from above):		Contractor's license # (if applicable):		Fed I.D. #:
Type of business:	Date business started:	Circle One: LLC / Corp / Partnership / Sole Proprietor		

### Names of Corporate Officers

President:	Social Security #:	Date of birth:
Vice President:	Social Security #:	Date of birth:
Secretary/Treasurer:	Social Security #:	Date of birth:

### Names of Sole Proprietor or Partners

Name:	Social Security #:	Date of birth:
Name:	Social Security #:	Date of birth:

### Credit / Trade References

Name:	Email Address	Phone/Fax:
Name:	Email Address	Phone/Fax:
Name:	Email Address:	Phone/Fax:

### Bank References

Name & Address:	Branch:	Contact:	Phone:
Name & Address:	Branch:	Contact:	Phone:
Last four numbers of checking account #:	Last four numbers of savings account #:	Do your projects have construction loans? Yes/No If Yes: Where:	

**Please See Reverse Side For Important Credit Terms**

(Ver 8 PR 7/24)

Credit Approved / Denied by: \_\_\_\_\_ Account Number: \_\_\_\_\_ Credit Limit: \_\_\_\_\_



## CREDIT AGREEMENT / CREDIT TERMS

By signature below, the Purchaser / Customer agrees to the following credit terms:

Note: This application for Business Credit is to be used in connection with commercial or business purposes only and not for the purpose of personal, family, or household goods or services. For more information, please refer to paragraph seven below. Failure to complete this application completely and legibly will cause a delay in processing.

**1. IF SALES ARE TAX EXEMPT, PLEASE ATTACH CERTIFICATE.** By state law, Oldcastle SW Group Inc., (hereinafter "the Companies") will bill for sales tax until the proper exemption certificate is received. Purchaser / Customer agrees that in the event the Companies are to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Purchaser / Customer, Purchaser / Customer will, upon demand, reimburse, indemnify and hold harmless the Companies for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by the Companies in contesting or collecting such tax.

**2.** Maximum credit limits, if any, will be determined by the Companies credit department and such limits are subject to change, at any time (with or without notice) as deemed appropriate by the Companies at their sole and absolute discretion.

**3.** All Invoices are due and payable on a Net 30 day term from the invoice date and payment must be sent directly to the Company issuing the invoice. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by the Companies at their sole discretion. Balances not paid in full when due will incur **FINANCE CHARGES** at the rate of **1 1/2% per month**, which is **18% ANNUAL PERCENTAGE RATE**, from the date of the invoice, until paid in full. A charge of \$25.00 may be assessed on all non-sufficient returned checks.

**4.** If the Purchaser / Customer defaults under the terms hereof, or if the Companies, in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then the Companies, at their option and without notice, may declare the entire unpaid balance owed by Purchaser / Customer under this Agreement to be immediately due and payable, or terminate the credit privileges of the Purchaser / Customer under this Agreement, or both. The Companies, may, at their option, permit Purchaser / Customer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Purchaser / Customer. Purchaser / Customer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument. Purchaser/Customer is required to provide the Companies upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens. The rights and remedies of the Companies, stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.

**5.** In the event of default, the Purchaser / Customer agrees any unpaid monies owed as specified by this contract, may be referred to a third party collection agency. The agency the Companies may use, charges 35% of the unpaid principal balance owed at the time it is turned to them. Those fees become your responsibility. In addition to collection costs, principal and accrued interest, you will also be liable for all attorney's fees and court costs associated with litigation resulting from default. \_\_\_\_\_(initial). Mechanics Lien filing fee is \$175.00 for each separate lien filed and will be charged to and paid by the Purchaser / Customer as a cost of collection.

**6.** In the event of litigation between Purchaser / Customer and the Companies, the Purchaser / Customer (and guarantor if applicable) hereby submit(s) and consent(s) to the jurisdiction of the courts of the State of Colorado or the State of New Mexico, and venue shall be appropriate in the County where the materials ordered under the terms of the credit agreement were purchased.

**7. Business Purposes.** You agree, represent and warrant at the time of each purchase, that this account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes; and you understand that the Companies are relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this account. You also understand that we will be unable to determine whether any given purchase conforms to this "Business Purposes" section of this Agreement. You agree that a breach by you of this "Business Purposes" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

The above information is submitted for the purpose of obtaining credit and is warranted to be true. I hereby authorize and consent to allow the Companies and its authorized agents to investigate my personal and my company's credit and financial responsibility, including seeking information from credit bureaus, banks and others.

Customer / Authorized Agent Signatures:

**I am an authorized agent of the person(s)/entity shown on the front.**

\_\_\_\_\_  
(SIGNATURE REQUIRED)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

### **GUARANTY TO OLDCASTLE SW GROUP, INC.**

In consideration of the extension of credit to the above named Purchaser/Customer, the undersigned, as guarantor, hereby guaranties to the Companies that the above named Purchaser/Customer will fully and promptly perform its present and future obligations to the Companies. In the event of default, the undersigned agrees to pay all outstanding balances due, as well as all finance charges, attorney's fees, collection costs and third party collection agency fees as listed in paragraph five, as well as any other obligations of the Purchaser/Customer as outlined in the Credit Agreement above. The undersigned waives protest, notice of delinquency, and/or demand.

\_\_\_\_\_  
(SIGNATURE REQUIRED)

\_\_\_\_\_  
(NO TITLE)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(PRINTED OR TYPED NAME OF GUARANTOR)