



4287 N. Hwy 51, Perryville, MO 63775  
Phone 573-547-9097

16900-A Baxter Rd, Chesterfield, MO 63005  
Phone 636-532-0713

FOR OFFICE USE:
Sales Rep: _____
P/G: _____
S/A: _____
C/L: _____
Rev. 04/09

**PLEASE FAX TO 573-547-6164**

**APPLICATION FOR COMMERCIAL CREDIT**

**Instructions:** Please print or type. Fill in all spaces where indicated. No credit application will be processed without a signature of the responsible party. If the applicant is a corporation, the signature must be that of an officer or authorized agent.

COMPANY NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ CELL \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ WEBSITE \_\_\_\_\_

**COMPANY INFORMATION**

**Check One:** Corporation \_\_\_ LLC \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Years in Business \_\_\_\_\_

**Partners/Shareholders/Members and Officers:**      **Acct Payable Contact:** \_\_\_\_\_

NAME	TITLE	HOME ADDRESS	HOME PHONE	SS#
1) _____				
2) _____				
3) _____				
4) _____				

Annual Sales \_\_\_\_\_ Sales Tax ID # \_\_\_\_\_ Taxable \_\_\_\_\_ Non Taxable \_\_\_\_\_

Federal Tax ID (If Incorporated) \_\_\_\_\_ State of Incorporation \_\_\_\_\_

**BANK REFERENCES**

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Contact \_\_\_\_\_

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Contact \_\_\_\_\_

## CHARGE ACCOUNT AGREEMENT

The information contained herein is submitted by the undersigned for the purpose of obtaining credit. The undersigned expressly agrees to make punctual payment in full for all purchases, in strict accordance with your invoice(s). Upon any default in payment, the undersigned agrees to pay a finance charge of 1.5% per month (or the highest lawful rate, if lesser) on any past due amounts, from the date of default until payment is received. The undersigned further (1) agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by you in the collection of any amounts payable to you, (2) irrevocably consents to jurisdiction and venue in the Circuit Court of St. Louis County and/or Perry County, Missouri, in connection with any dispute arising out of or relating to this guaranty or to goods or services you supply, and (3) agrees that no litigation of any such dispute shall be commenced in any other Court, (4) agrees to notify Earthworks of any changes in the business entity within 15 days or the company status remains the same as reported on this application. The rights and obligations of the parties shall be governed by and the validity and interpretation of this Guaranty shall be determined in accordance with the law of the State of Missouri (except the conflicts of laws rules of that State).

This agreement shall become effective when accepted by your authorized representative. The undersigned shall not transfer or assign this agreement without your prior written consent.

The parties agree that this instrument may be executed and exchanged by facsimile transmission and that the facsimile copy of a party's signature shall be binding as if the signature were an original signature.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## TRADE CREDIT REFERENCES

1. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Years credit with company \_\_\_\_\_

2. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Years credit with company \_\_\_\_\_

3. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Years credit with company \_\_\_\_\_

4. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Years credit with company \_\_\_\_\_

**CHARGE ACCOUNT AGREEMENT**

NOTICE: BY EXECUTING THIS GUARANTY YOU BECOME LIABLE FOR THE OBLIGATION OF THE DEBTOR NAMED BELOW.

In Consideration of the extension of credit by Earthworks, Inc. (Creditor) to \_\_\_\_\_ (Debtor), the undersigned (jointly and severally if more than one) hereby unconditionally guarantees payment of all amounts Debtor shall at any time owe to Creditor on account of goods sold to Debtor or otherwise. This Guaranty shall continue notwithstanding any change in the form of such indebtedness or any renewals or extensions thereof and shall remain in full force in effect until written notice of revocation is received by Creditor. Any such revocation shall not in any manner impair or otherwise effect the liability of the undersigned as to indebtedness of Debtor existing at the time notice of revocation is received. This Guaranty extends to and includes any and all interest or late charges due or to become due, together with all attorneys' fees, costs and expenses incurred by Creditor in connection with collection of the indebtedness or enforcement of this Guaranty.

The undersigned hereby waives notices of acceptance of this guaranty by Creditor a notice of default or of non-payment. No delay by Creditor in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against debtor or any other person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned.

The undersigned further (1) irrevocably consents to jurisdiction and venue in the Circuit Court of St. Louis County and/or Perry County, Missouri, in connection with any dispute arising out of or relating to this Guaranty and (2) agrees that no litigation of any such dispute shall be commenced in any other Court. The rights and obligations of the parties shall be governed by and the validity and interpretation of this Guaranty shall be determined in accordance with the law of the State of Missouri (except the conflicts of laws rules of that State).

NAME: \_\_\_\_\_  
(Name of Guarantor)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

DOB \_\_\_\_\_ SS# \_\_\_\_\_

Guarantor  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness:  
Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

NAME: \_\_\_\_\_  
(Name of Guarantor)

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

DOB \_\_\_\_\_ SS# \_\_\_\_\_

Guarantor  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE**

Any incomplete part of the application may be subject to rejection and delay the opening of your charge account. PLEASE ALLOW 7-10 BUSINESS DAYS FOR PROCESSING OF THIS APPLICATION.

**AUTHORIZATION**

All credit reporting agencies or financial institutions are hereby authorized to release to Earthworks, Inc. any and credit or financial information relating to the applicant and/or any guarantor identified above.