



# DENVER SALES AGREEMENT AND CREDIT APPLICATION

Paxton Hardwoods LLC  
4837 Jackson Street  
Denver, CO 80216  
(303) 399 - 6810

Date: \_\_\_\_\_

New Customer ☐ Yes ☐ No

Resale ☐ Yes ☐ No

If Yes, Attach Exemption Certificate

Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_ County \_\_\_\_\_

Legal Name: \_\_\_\_\_ (the "Applicant") Date Established: \_\_\_\_\_

Business/Operating Name/dba: \_\_\_\_\_

Street Address (Deliveries): \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip +4 Code: \_\_\_\_\_

Office Phone: (\_\_\_\_) \_\_\_\_\_ Other: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Proprietorship (List individual or the couple)

\_\_\_\_ Corporation/Ltd. (State \_\_\_\_\_ Reg.# \_\_\_\_\_) indicate \_\_\_\_ Sub Chapter S or \_\_\_\_ Sub Chapter C

\_\_\_\_ Partnership: (State \_\_\_\_\_ Reg.# \_\_\_\_\_)

\_\_\_\_ L.L.C or L.L.P (State \_\_\_\_\_ Reg.# \_\_\_\_\_)

## FULL NAME, HOME ADDRESS AND PHONE # OF ALL CORPORATE OFFICERS, OWNER(S) OR PARTNERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manager: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Accounts Payable/Controller: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Type of Business: \_\_\_\_\_

Previous Business Name or Connections (if any): \_\_\_\_\_

Associated Companies: \_\_\_\_\_ City: \_\_\_\_\_

Building: Own \_\_\_\_ Lease: \_\_\_\_ Landlord or Mortgage Co: Own \_\_\_\_ Lease: \_\_\_\_\_

Purchase Orders Required ☐ Yes ☐ No Approx. monthly purchase \$ \_\_\_\_\_

## Major trade references – Please list complete mailing address and phone

Name	Mailing address including Zip	Phone and Fax	
		PHONE:	FAX:
		PHONE:	FAX:
		PHONE:	FAX:
NAME OF BANK:		ACCOUNT #:	
ADDRESS:		PHONE:	FAX:
NAME OF BANK:		ACCOUNT #:	
ADDRESS:		PHONE:	FAX:

For sales and in consideration of any extension of credit and as a part of each invoice for goods sold to the Applicant, it is agreed by the Applicant as follows:

1. This application is for the benefit of Paxton Hardwoods LLC ("Paxton"), and any of its affiliates or subsidiaries; such parties are authorized to contact the above named bank(s) and credit references for the purpose of obtaining information concerning Applicant and its financial affairs and disclosure of such information is hereby authorized. Otherwise this application is confidential except as legally discoverable.
2. Attached hereto and warranted as true is applicants' most recent Financial Statement and Income Statement. Applicant agrees to make available at all reasonable times to Paxton updated current financial statements for further credit evaluation. It is agreed that Paxton shall not disclose the information contained in any financial data furnished by applicant to any third party unless compelled to by legal process.
3. Applicant hereby grants to Paxton a purchase money security interest in and to any goods, merchandise or products sold by Paxton to applicant and proceeds thereof to secure payment of any sums now due or to become due to Paxton, together with all rights in collateral as are available under the Uniform Commercial Code.
4. Applicant agrees to pay all sums due Paxton pursuant to terms of sale specified in invoices and statements rendered by Paxton to Applicant, together with reasonable attorney's fees in the event of suit for collection of such sums. Past due sums shall bear a service charge equal to 1.5% of the outstanding balance per month in addition to any interest allowed by law. Such sums are payable at the address of Paxton appearing on the front page of this application where this agreement is accepted by Paxton, which is agreed to be the place of Applicant's performance hereunder, and the proper venue for any action commenced pursuant to this agreement; acceptance of payments at some other place shall not constitute a waiver of this clause. Paxton at its sole option may elect any other legally appropriate venue.
5. All sales are final, and any returns of merchandise must be authorized in writing by Paxton. Paxton is not obligated to accept return of any merchandise for credit except in the case of defective merchandise. Any exceptions to quantity, quality, merchantability, description or price from that set forth on invoices rendered to buyer must be made in writing within twenty-five days of date of invoice or delivery, whichever is later, which is agreed to be a commercially reasonable time.
6. Paxton is legally obligated to charge sales tax unless a valid tax certificate is provided by the Applicant.
7. The Applicant acknowledges that with respect to all wood products sold, great care must be taken to ensure that the moisture content of the wood, as well as the relative humidity of the wood's place of origin , place of storage, place of utilization, and place of ultimate use must be specifically considered by the Applicant at every stage to ensure that the final product will be fit for its intended use. The Applicant acknowledges that Paxton has made no representations of any kind with respect to the suitability of its products for any specific uses, and that all questions of product suitability are determined by the skill and judgment of the Applicant, and not Paxton. Furthermore, the Applicant acknowledges that due to various factors, some products simply cannot be utilized in certain ways, no matter what precautions are taken.

**THE FOREGOING PARAGRAPHS CONTAIN CONTRACTUAL TERMS FOR SALES TO YOU FROM PAXTON. PLEASE READ THEM CAREFULLY.**

PRINTED BUSINESS NAME (the "Applicant")	SIGNATURE OF AUTHORIZED AGENT	PRINTED NAME OF SIGNATORY						
<p style="text-align: center;"><b>Personal Guarantee</b></p> <p>For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby covenant and agree with Paxton Hardwoods LLC ("Seller") as follows:</p> <p>I unconditionally guarantee payment to Seller of all present and future debts and liabilities now or at any time due or owing to Seller by Customer (collectively, the "Obligations"). I recognize that Seller is relying on this guaranty in extending credit to Customer. I have a financial interest in Customer and desire Seller to provide goods to Customer on credit. The term "Seller" shall include Seller's affiliates and I understand that this Guarantee extends to sales by these affiliates to Customer.</p> <p>My liability under this Guarantee shall be absolute and unconditional, and shall not be released or otherwise affected by anything done, suffered, or permitted by Seller in connection with Customer, the Obligations or any security held by Seller. Without releasing or otherwise affecting my obligations under this Guarantee, and without my consent or notice to me, Seller may extend further credit or refuse further credit to Customer, or deal with or waive its rights against, Customer and other guarantors and securities as Seller may see fit. Seller shall not be bound to exhaust its recourse against Customer or others or under any security or take any other action or legal proceeding before being entitled to payment from me under this Guarantee.</p> <p>This Guarantee shall be revolving and continuous and may be revoked only by written notice to Seller delivered by registered mail. I will continue to be obligated under this Guarantee for all Obligations of Customer arising prior to delivery of notice of revocation.</p> <p>Upon demand I will pay to Seller all of its expenses, including reasonable attorneys fees and costs, in any action or proceeding (including in any bankruptcy) incurred by Seller in the enforcement or interpretation of its rights under this Guarantee.</p> <p>This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, any other guarantees and any security granted by Customer) now or hereafter held by Seller and any other rights or remedies that Seller may have.</p> <p>This Guarantee shall extend and insure to the benefit of Seller and its successors, affiliates and assigns and shall be binding upon me and my personal representatives, heirs, successors, affiliates and assigns.</p> <p>IN WITNESS WHEREOF I have signed, sealed, and delivered this Guarantee to Seller.</p> <table><tbody><tr><td>_____ Guarantor's Signature</td><td>_____ Print Name</td><td>_____ Date</td></tr><tr><td>_____ Guarantor's Spouse's Signature</td><td>_____ Print Name</td><td>_____ Date</td></tr></tbody></table>			_____ Guarantor's Signature	_____ Print Name	_____ Date	_____ Guarantor's Spouse's Signature	_____ Print Name	_____ Date
_____ Guarantor's Signature	_____ Print Name	_____ Date						
_____ Guarantor's Spouse's Signature	_____ Print Name	_____ Date						

# SECURITY AGREEMENT

An agreement made on \_\_\_\_\_, 20\_\_\_\_ for the benefit of:

**SECURED PARTY:** Paxton Hardwoods LLC, and any affiliates or assigns, one of whose address is 4837 Jackson Street, Denver, CO 80216, and

**DEBTOR:** \_\_\_\_\_doing business as \_\_\_\_\_  
whose address is \_\_\_\_\_.

1. For the purpose of securing all sums now or heretofore or hereafter to become due and owing from Debtor to Secured Party, Debtor hereby grants to Secured Party a security interest pursuant to Division Nine of the Uniform Commercial Code in all of its assets, including but not limited to the following:

All accounts, accounts receivable, inventory, work in process, finished goods, equipment, machinery, furniture, fixtures and effects, contracts and contract rights, general intangibles, and proceeds and products thereof, now or hereafter owned or acquired by Debtor, wherever located.

2. In the event of default, as hereinafter defined, Secured Party shall have all rights of foreclosure and possession of the collateral specified in said Division in Nine, including rights of immediate peaceful possession, and to realize upon the same as therein provided and according to the laws of the State where the collateral is located and apply the net proceeds thereof to any such indebtedness and to proceed for any deficiency as allowed by law.

3. The following are events of default for the purposes of paragraph 2 above, it being expressly agreed that the waiver of any default or accumulation or series of defaults shall not constitute a waiver of any subsequent default:

- a. Failure of Debtor to pay any sums due to Secured Party as the same becomes due;
- b. The filing by or against Debtor of any proceeding under the Federal Bankruptcy Code (11 USC) whether or not an Order for Relief is entered, or the making by Debtor of any Assignment for the Benefit of Creditors or the appointment of a Receiver over any, all or part of the assets of the Debtor;
- c. The issuance of any writ of attachment, possession or execution against the Debtor or any of its assets;
- d. A sale, transfer, assignment or timber encumbrance of the collateral, or removal of the collateral from its present location, without the express written permission of the Secured Party, except in the normal and ordinary course of business.
- e. Default in any other obligation(s) secured by the same collateral.

4. In the event of legal action to enforce any of the terms of this agreement, Secured Party shall be entitled to recover all reasonable attorney's fees and costs; it is agreed that the location of the nearest office of Secured Party to Debtor's location set forth above is a proper venue for any such action; Secured party may at its option file an action for money to collect any sums due without foreclosing on the collateral, and such action shall not be deemed an election of remedies, nor any judgment against Debtor for money be deemed a waiver of the security interest granted hereby.

5. Debtor warrants it has good and clear title to all of the described collateral and that there are no liens or encumbrances thereon unless the same are described below or in a document attached hereto signed by both parties; this representation is made by Debtor and relied upon by Secured Party in granting credit within the meaning of 11 USC 523 (a)(2)(A) and (B).

6. Debtor understands that a Financing Statement (UCC—1) will be completed and registered by the Secured Party listing the collateral covered hereunder as "All Assets" of the Debtor.

7. This is an integrated agreement, containing the entire agreement of the parties with respect to its subject matter, and no representations or inducements have been made or are relied upon by either party, written or oral, prior or contemporaneous, with respect to the matters contained herein; this agreement may be modified only by a writing signed by both parties.

**THIS DOCUMENT CONTAINS IMPORTANT CONTRACTUAL AGREEMENTS GIVING THE ABOVE NAMED SECURED PARTY CERTAIN LIEN RIGHTS IN YOUR PROPERTY. PLEASE READ THEM CAREFULLY BEFORE SIGNING.**

\_\_\_\_\_  
NAME OF COMPANY GRANTING SECURITY – DEBTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED AGENT