

# GENERAL BUSINESS CREDIT APPLICATION

## BIG SKY COMMERCIAL SERVICES, L.L.C.

**INSTRUCTION: Complete all sections (missing information may delay processing)**

**Sign the appropriate Sections on the form and fax to: 425-258-0815, or scan/email to admin@bigskycomserv.com**

LEGAL NAME OF BUSINESS: \_\_\_\_\_ DBA: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
STREET/PO BOX CITY/STATE ZIP CODE

PHYSICAL ADDRESS: \_\_\_\_\_  
STREET CITY/STATE ZIP CODE

BUSINESS PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

TYPE OF BUSINESS (CIRCLE ONE): COMMERCIAL RESIDENTIAL -AND- (CIRCLE ONE) CORPORATION SOLE PROPRIETOR PARTNERSHIP LLC OTHER \_\_\_\_\_

IS THIS A PUBLICLY TRADED COMPANY? YES NO SIC CODE \_\_\_\_\_ STATE REGISTERED

OWN OR RENT BUILDING (CIRCLE ONE) FROM WHOM? \_\_\_\_\_ ADDRESS \_\_\_\_\_

YOUR ESTIMATED ANNUAL SALES/REVENUE \$ \_\_\_\_\_ ESTIMATED ANNUAL PURCHASES FROM BIG SKY COMMERCIAL SERVICES \$ \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_ TAXABLE NON-TAXABLE (CIRCLE ONE)

TYPE OF BUSINESS \_\_\_\_\_ LENGTH OF TIME IN BUSINESS UNDER PRESENT OWNERSHIP \_\_\_\_\_

PURCHASE ORDERS REQUIRED? YES NO

ACCOUNTS PAYABLE CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ ACCOUNTS PAYABLE EMAIL \_\_\_\_\_

### \*OWNER/OFFICER/PARTNER INFORMATION\*

FULL NAME	HOME ADDRESS & PHONE #	TITLE
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1.) \_\_\_\_\_

2.) \_\_\_\_\_

### \*TRADE REFERENCES\*

COMPANY NAME	ACCOUNT#	ADDRESS	PHONE #	FAX #
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1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

BANK NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

ACCOUNT#: \_\_\_\_\_ BANK CONTACT: \_\_\_\_\_

TELEPHONE#: \_\_\_\_\_ FAX #: \_\_\_\_\_

### \*AUTHORIZATION FOR CREDIT REPORT\*

I, \_\_\_\_\_, OWNER/OFFICER/PARTNER OF \_\_\_\_\_

**IN CONSIDERATION OF EXTENSION OF CREDIT, THE APPLICANT CERTIFIES THAT ALL INFORMATION TO BE CORRECT. APPLICANT AUTHORIZES BIG SKY COMMERCIAL SERVICES COMMERCIAL SERVICES, L.L.C. TO CONDUCT A CREDIT INVESTIGATION AND CONTACT ANY/ALL REFERENCES AS PROVIDED AND AGREES THAT A FACSIMILIE SHALL BE AS BINDING AS AN ORIGINAL SIGNATURE.**

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## CONDITIONS AND AGREEMENT OF CREDIT SALES

New customers must submit a complete Big Sky Commercial Services Commercial Services, L.L.C., ("Big Sky Commercial Services") credit application. Credit limits will be determined by the financial strength and payment history of the potential customer. Existing customers may be required at times to update credit information for the purpose of increasing or maintaining credit limits. Terms are Net 10 from the date of the invoice. Open orders may be held in the event the existing credit limit is exceeded or in the event a customer fails to pay the invoice within terms. LATE CHARGES at a rate of 1.5% per month will be assessed for late accounts. Payments will be applied to specific invoices as indicated on the customer's remittance. A substantial charge will be assessed in the event a customer check is returned.

**COLLECTION POLICY:** It is understood that this agreement is entered into in the state of Montana, County of Missoula, and is governed by the laws of the state of Montana. In the event that the account becomes delinquent, the applicant waives the right to a jury trial and the prevailing party is entitled to attorney fees for any action, suit, claim, arbitration or appeal. Venue and jurisdiction of any legal action may lie either in the county (or borough) and state of the Creditor's branch office or Missoula County, MT at the sole option of Creditor. All collection fees, court costs and interest charges will be petitioned for recovery from delinquent accounts. Initials \_\_\_\_\_

**BIG SKY COMMERCIAL SERVICES'S PERFORMANCE:** Big Sky Commercial Services shall not be liable to Buyer for any damages because of non-performance or delay in delivery or performance including any consequential or incidental damages.

**PRICE:** Price shall be as quoted to Buyer at the time of Big Sky Commercial Services Commercial Services' acceptance of Purchase Order. Any changes for switching, handling, storage or other additional services shall be borne by Buyer. Big Sky Commercial Services Commercial Services reserves the right to correct any errors in specifications, quantities, or prices.

**TRANSPORTATION CHARGES:** All product and goods are sold FOB Big Sky Commercial Services' loading dock, Missoula, Montana unless otherwise declared by Big Sky Commercial Services. Buyer shall be responsible for all transportation costs. Big Sky Commercial Services reserves the right to correct any errors in specifications, quotes, quantities, or prices.

**RETURN OF GOODS:** Buyer must notify Big Sky Commercial Services of any discrepancies within 5 days of receipt of goods. Goods will only be accepted for return with Big Sky Commercial Services' written authorization. Buyer must notify Big Sky Commercial Services of their intent to return merchandise within 30 days of receipt. All return of goods is subject to a 20 percent (20%) restocking charge, unless otherwise declared by Big Sky Commercial Services.

**CUSTOM ORDERS:** All custom orders are considered final when placed and cannot be cancelled.

**WARRANTIES:** Big Sky Commercial Services makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness of goods for the particular use contemplated by Buyer) and none shall be implied by law, except as otherwise agreed to by Big Sky Commercial Services in writing.

**AMENDMENT OR MODIFICATION:** The Agreement shall be amended or modified only in writing and if signed by both Buyer and Seller.

Applicant's signature attests financial responsibility, ability, and willingness to pay Big Sky Commercial Services Commercial Services, L.L.C. in accordance with the terms stated on each invoice. I/We certify that the foregoing information is complete, accurate and voluntary for the purpose of obtaining credit in connection with our business. We authorize Big Sky Commercial Services Commercial Services, L.L.C. and its agents to investigate our credit history in any manner and from any source deemed appropriate in our circumstances. If granted credit, we agree to make payments in accordance with the Big Sky Commercial Services Commercial Services, L.L.C.'s normal terms as stated above in the "Conditions and Agreement of Credit Sales". Should I/We exceed the credit limit or the account becomes past due, I/We understand that Big Sky Commercial Services Commercial Services, L.L.C. has the right to refuse or cancel any orders until the account is satisfied in full. I/We also understand that Big Sky Commercial Services Commercial Services, L.L.C. has the right to take any necessary steps to collect the account. Initials \_\_\_\_\_

Applicant agrees to notify Big Sky Commercial Services Commercial Services, L.L.C. of any changes in ownership or legal status of business. Until Big Sky Commercial Services Commercial Services, L.L.C. receives written notice by certified mail of any change in ownership or entity, applicant agrees to accept liability for all charges to the business conducted under the firm name.

Applicant certifies that information submitted is true and correct to the best of their knowledge, agrees to be bound by all the terms and conditions contained in this application, and further agrees that a facsimile shall be as binding as the original signature.

**CONDITIONS AND AGREEMENT OF CREDIT SALES –  
CREDIT AUTHORIZATION (MUST BE SIGNED BY AN  
AUTHORIZED CORPORATE OFFICER)**

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **PRINTED NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

WITNESS'S SIGNATURE \_\_\_\_\_ WITNESS'S PRINTED NAME \_\_\_\_\_

BIG SKY COMMERCIAL SERVICES COMMERCIAL SERVICES, L.L.C. • PO BOX 3962 • MISSOULA, MT, 59806 PHONE: 406-549-5480 • FAX: 406-258-0815

**PROPRIETORSHIP AND PARTNERSHIP APPLICANTS**

The undersigned Proprietorship or Partnership Applicant(s) hereby consent to Big Sky Commercial Services Commercial Services, L.L.C. use of non-business consumer credit reports on the undersigned individual(s) to evaluate the extension of business credit. Applicant agrees that a facsimile shall be as binding as an original signature.

**SIGNATURE** \_\_\_\_\_ **PRINTED NAME** \_\_\_\_\_ **SOCIAL SECURITY#** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **PRINTED NAME** \_\_\_\_\_ **SOCIAL SECURITY#** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PERSONAL GUARANTY**

In Consideration of Big Sky Commercial Services Commercial Services, L.L.C. granting credit to \_\_\_\_\_ (Your Company Name) (hereinafter referred to as "Company"), the undersigned personally and unconditionally guarantees to Big Sky Commercial Services Commercial Services, L.L.C. the payment of any obligation of the Company and its successors and assigns including any new entity formed. This obligation includes any and all of the Company's liabilities, obligations, debts and indebtedness to Big Sky Commercial Services Commercial Services, L.L.C., now owing or hereinafter incurred or created including all costs, fees and expenses, including but not limited to all legal, collection and other professional expenses. Venue and jurisdiction of any legal action will be in \_\_\_\_\_ County, Montana, at the sole option of Big Sky Commercial Services Commercial Services, L.L.C.

The undersigned:

- Understands this is a continuing and irrevocable guaranty and is binding on the Guarantor and the Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid.
- Understands the guaranty shall continue until the undersigned has notified Big Sky Commercial Services Commercial Services, L.L.C. in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned and arising hereunder prior to receipt of such written notice.
- Consents to hereby waive notice of default, nonpayment and notice thereof.
- Agrees that a facsimile shall be as binding as an original signature.
- Acknowledges and represents that any title(s) written near the signature below is/are intended merely to clarify the individual's position with the company and is no way is/are intended to limit or cancel the personal nature of the guaranty.

The undersigned personal guarantor, recognizing that his/her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of consumer credit reports on the undersigned by the above-named business credit grantor from time to time as may be needed in the credit evaluation process.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20 \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print or Type Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone#** \_\_\_\_\_ **Social Security #** \_\_\_\_\_