



Business Credit Application

Customer Account Information

Please fill out as much information as possible, as this will help EnviroTech Services in assisting you throughout the year.

General Information

Customer Name: _____

Billing Address: _____
Street Address City State Zip Code

Office Phone # () - _____

Office Fax # () - _____

AP Information

AP Contact: _____

AP Phone # () - _____

AP Fax # () - _____

AP Email _____

Purchasing/Ordering Information

Order Contact: _____

Order Phone # () - _____

Order Email _____

Delivery Information (If there is more than one, please list individually)

Site 1

Street Address City State Zip Code

Delivery Contact: _____

Delivery Phone # () - _____

Site 2

Street Address City State Zip Code

Delivery Contact: _____

Delivery Phone # () - _____

* If you have a pre-prepared business contact sheet, please feel free to attach.

To be filled out by EnviroTech Services, Inc.

Customer Account # _____ Salesperson: _____



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ENVIROTECH SERVICES, INC.'S CREDIT AGREEMENT

EnviroTech Services, Inc., hereinafter referred to from time to time as the "Company", and the undersigned, hereinafter referred to as "Customer", agree to the following regarding all goods, merchandise, material, and services purchased or obtained from Company and charged to Customer's account by Customer or an authorized representative of customer:

1. This Credit Agreement provides for convenience credit only and any credit extended to Customer shall not be construed to be a revolving charge account, nor shall goods, merchandise, materials, or services charged to Customer's account pursuant to this Credit Agreement be construed as a consumer credit sale or consumer related sale. This Credit Agreement is entered into in the State of Colorado, County of Weld and shall be construed pursuant to the laws of the State of Colorado, except where Federal Law preempts Colorado's substantive law, or otherwise governs.
2. Company shall provide Customer with a credit limit and Customer agrees not to exceed that limit. Nothing contained herein, or in any prior agreement or understanding shall be deemed to create any duty on the part of the company to extend or continue to extend financial accommodations to customer.
3. Company may place Customer on a cash-on-delivery basis or terminate this Credit Agreement at any time without prior notice to Customer.
4. Company will, if any sums are owed to it by Customer, mail Customer a monthly statement. All statement balances for goods, merchandise, material, or services charged to Customer's account with Company are due and payable on the "DUE DATE" as shown on the monthly statement, or the last business day preceding the Due Date, if the Due Date is not a business day, of each calendar month, unless other terms are agreed to in writing between Company and Customer prior to the Due Date. Customer shall be in default of this Credit Agreement if any such sums are not paid Company on or before the Due Date.
5. Upon default a **FINANCE CHARGE** will be charge to Customer's account the day following the Due Date on any portion of the adjusted balance of the statement balance in default at a rate of one percent (1%) per month compounded monthly which is an **ANNUAL PERCENTAGE RATE OF TWELVE PERCENT (12%)**. The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle.
6. Following default, Customer shall pay the Company all necessary and reasonable cost and expenses incurring by the Company in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, pre-judgment and post-judgment attorney's fees and costs as well as for appeals and/or bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction.)
7. The Company's acceptance of any partial or delinquent payment after the Due Date or failure of the Company to exercise any rights or remedies shall not be a waiver of any of Customer's obligations pursuant to this Credit Agreement or the Company's rights, or constitute a waiver of any other similar obligation or default by Customer occurring at a later date.
8. From time to time, Customer may receive goods, merchandise, materials, or services from the Company that are charged to Customer's account when it may be impractical for Customer to sign an invoice. Customer waives objection to any such charges if any objection is not made within two (2) months after the Company mails the first statement containing such charges to Customer.
9. Any action to enforce this Agreement or any sales under this agreement, if brought by EnviroTech Services, Inc., may be brought in the County or District Court located in Weld County, Colorado or such other locale as may in the sole discretion of EnviroTech Services, Inc. be deemed appropriate. Any action, if brought by Customer, shall be brought in the County or District Court located in Weld County, Colorado.
10. **WARNING:** The Company may changed from time to time any or all of the terms of this Credit Agreement, including, but not limited to, changes to the Due Date and/or Finance Charge. Notice to customer of any such change shall be in writing and mailed general delivery to Customer's last known address and shall be mailed once a month during the thirty days prior to any such change. The incurrence by Customer, or any other person authorized by Customer, of any further indebtedness, including, but not limited to, any Finance Charges accrued on Customer's account shall constitute acceptance of the change by Customer.
11. Customer agrees that a faxed copy and or photocopy of this application and a faxed copy and or photo copy of the signatures on this application shall be the same as an original for all purposes whatsoever.
12. This Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by the Company, its successors and assigns.
13. The agreements and covenants set forth within this Credit Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Credit Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
14. As used herein and where the context so requires, the singular form of a word includes both the singular and plural and the plural form of a word includes both the plural and the singular.
15. Do not sign the Credit Agreement before you have read it. Do not leave any material information as sought herein blank as that will constitute a basis for the rejection of this application. You are entitled to an exact copy of this Credit Agreement when you sign it.
16. Customer certifies, swears and affirms that the information provided on the Credit Application and any financial statements given the Company is true and correct.
17. **NOTICE:** Co-signers understand and agree to pay any indebtedness incurred, pursuant to the terms of this Credit Agreement, by Customer or those authorized by Customer, although they may not personally receive any goods, merchandise, materials, or services. Co-signers may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.
18. Customer acknowledges receipt of a copy of this Credit Agreement.
19. Company has the right at any time to request financial information from Customer, i.e., Company Financial Statements, Accounts Receivable/Accounts Payable Aging Reports, Taxes Past Due Reports, and Bank Security or Lien Note Information.
20. Authorization for Release of Information: I (We), the undersigned, hereby authorize a release of financial information on me and/or the business/corporation named below as requested by the credit department of EnviroTech Services, Inc. EnviroTech Services, Inc. will guard the confidentiality of the information and will use it in considering my application for credit or to update financial information on my account. This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.



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CREDIT GUARANTY

NOTE: IF REQUESTED BY ENVIROTECH SERVICES, INC., THIS GUARANTY IS TO BE SIGNED BY ALL PERSONS DEEMED NECESSARY TO ENVIROTECH SERVICES, INC.

For valuable consideration, the receipt of which is hereby acknowledged, and the extension of credit accommodations to _____, hereinafter called "Customer", the undersigned guarantor, and if more than one, jointly and severally, guarantees absolutely, continually, unconditionally, and irrevocable to full and prompt payment of any sum presently owed or to be owed EnviroTech Services, Inc., hereinafter referred to from time to time as the "Company", for goods, merchandise, material, or services, supplied at the request of Customer, its agents, or employees, including all service and/or finance charges, reasonable costs of collection and attorney's fees, whether pursuant to contract, or otherwise. Notice of acceptable is waived by the Guarantor.

The undersigned waives demand, notice of default, and extension of time, modification, or other forbearance, which may be extended by the Company to Customer. The Company shall not be required to pursue any other remedies before invoking the benefits of this guaranty. It is further understood and agreed that the Company may enforce this guaranty against any of the undersigned directly without first having exhausted its remedies against Customer. The Company may settle with any one of the undersigned without releasing or impairing its rights against the remaining undersigned.

This guaranty shall continue in force until notice in writing, is provided by registered or certified mail return receipt requested is received by EnviroTech Services, Inc., 910 54th Ave, Suite 230, Greeley, Colorado 80634, Attention: Credit Department. The notice shall not result in a termination of this guaranty for any sum owed the Company by the Customer prior to the date of termination specified in such notice.

This guaranty shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned in favor of Company who may enforce the same, or by its successors and assigns. This guaranty shall be construed and interpreted according with the laws of the State of Colorado. A faxed copy and/or photocopy of this guaranty shall be the same as an original for all purposes whatsoever.

Following default, Customer shall pay the Company all necessary and reasonable costs and expenses incurred by the Company in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, pre-judgment and post-judgment attorney's fees as well as the costs and expenses including reasonable attorney fees of any appeals and/or bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction.)

NOTICE: Guarantors understand and agree to pay any indebtedness incurred by Customer and owed the Company, although they may not personally received any goods, merchandise, materials, or services. Guarantors may be sued for payment although the person who received the goods, merchandise, materials, or services is able to pay.

Authorization for Release of Information: I (We), the undersigned, hereby authorize a release of financial information on me and/or the business/corporation named below as requested by the credit department of EnviroTech Services, Inc. EnviroTech Services, Inc., will guard the confidentiality of the information and will use it in considering my application for credit or to update financial information on my account. ***This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.***

The undersigned acknowledges receipt of a copy of the Credit Agreement entered into between the Company and Customer and further acknowledges receipt of a copy of this Credit Guaranty.

_____ Guarantor	_____ Date	_____ Guarantor	_____ Date
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title
_____ Guarantor	_____ Date	_____ Guarantor	_____ Date
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title