



**RETURN COMPLETED APPLICATION TO:**

King of the Mountain, Inc., Direct Outfitter Dept., 2709 W Eisenhower Blvd., Loveland, CO 80537  
Phone: 970-962-9306 ext. 102, fax 970-962-9316, [Linda@kingofthemountain.com](mailto:Linda@kingofthemountain.com) , [www.kingofthemountain.com](http://www.kingofthemountain.com)

**ACCOUNT APPLICATION**

Owner/Officer \_\_\_\_\_ Title \_\_\_\_\_ Application Date \_\_\_\_\_

Legal Business Name \_\_\_\_\_ Federal Tax ID or SSN \_\_\_\_\_

(DBA if applicable) \_\_\_\_\_

Address \_\_\_\_\_ How Long? \_\_\_\_\_

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

Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

( ) Corporation in the State of \_\_\_\_\_ ( ) Partnership ( ) Sole Proprietorship ( ) Limited Liability Corp.  
Type of Business \_\_\_\_\_ # of Years in Business \_\_\_\_\_ Present Owners Since \_\_\_\_\_

If less than two (2) years in business, prior employment of principal(s) \_\_\_\_\_

Have you (or a company you had ownership in) ever declared bankruptcy? ( ) No ( ) Yes Year \_\_\_\_\_

Web site address: \_\_\_\_\_ Store Size \_\_\_\_\_ sq ft # Employees \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_

Applying for:  Open Term  C.O.D. Check  Cash Amount of credit needed monthly: \$ \_\_\_\_\_

Own, Rent or Lease \_\_\_\_\_ Landlord's Name \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

**REFERENCES**

Bank Name \_\_\_\_\_ How Long? \_\_\_\_\_

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

Contact \_\_\_\_\_ Account # \_\_\_\_\_

Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

1) Trade - Company Name \_\_\_\_\_ How Long? \_\_\_\_\_

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

Contact \_\_\_\_\_ Account # \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

2) Trade - Company Name \_\_\_\_\_ How Long? \_\_\_\_\_

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

Contact \_\_\_\_\_ Account # \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

3) Trade - Company Name \_\_\_\_\_ How Long? \_\_\_\_\_

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

Contact \_\_\_\_\_ Account # \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

**PLEASE ENCLOSE YOUR MOST RECENT FINANCIAL STATEMENT, IF YOU ARE APPLYING FOR OPEN TERMS**

**Owner(s), Officer(s), Partner(s)**

1) Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # (\_\_\_\_) \_\_\_\_\_

2) Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # (\_\_\_\_) \_\_\_\_\_

3) Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # (\_\_\_\_) \_\_\_\_\_

Accounts Payable Contact

Name \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Billing Address \_\_\_\_\_

(Over )



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**TERMS AND CONDITIONS**

- 1) All merchandise purchased by applicant is for resale only and cannot be shipped without a tax certificate.
- 2) If granted credit, applicant agrees to pay all invoices within the terms and conditions listed thereon.
- 3) Any invoices remaining unpaid after the date the invoice is due shall, where permitted by law, be subject to a service charge of 1.5% of the unpaid balance per month.
- 4) It is agreed that my/our account will become COD if I/we fail to pay invoices within the stated terms. I/we agree to fax a company check for the express purpose of conversion to a pre-authorized bank draft for payment of any past due invoices, when requested by KOM.
- 5) Any returned checks shall be subject to a service charge of \$25.00 per check and my/our account will be changed to cash only.
- 6) I certify that my/our financial condition is satisfactory and I/we can meet all financial obligations and that there are no lawsuits or judgments against me/us at this time. In the event that my/our account is referred to a collection agency or attorney for collection, I/we agree to waive all rights to a jury trial and agree to pay all costs of collection including legal fees, collection fees, post-judgment interest and court costs, including costs of any appeal.
- 7) KOM makes no warranties other than those written warranties in connection with the merchandise it sells. The only warranties are the express warranties that come with the product(s) from the manufacturer. The undersigned Customer hereby waives any warranty claims against KOM, whether express or implied, including any implied warranties of fitness or merchantability. The undersigned Customer is to return any defective products directly to the manufacturer in accordance with the warranties and instructions from the manufacturer. KOM is under no obligation to accept the return of defective products, or to provide the undersigned Customer with any form of credit in connection therewith.
- 8) KOM will not accept returned merchandise without prior authorization. If merchandise is being returned due to a processing error on the part of KOM, the Customer's account will be credited with the cost of shipping. If merchandise is being returned to KOM for any other reason, the Customer's account is subject to a 25% re-stocking charge.
- 9) Customer warrants that he/she will notify KOM, in writing, of any change of address, ownership or control of business within 10 days of such change.
- 10) To secure the payment to KOM of all accounts of the customer to KOM, the customer does hereby grant to KOM a security interest in all merchandise and inventory which the customer may at any time have purchased or will purchase from KOM, whether said purchases have been made in the past or will be made in the future. Said security interest will secure all amounts owed KOM from the customer. In the event of default, KOM shall be entitled to all the rights of a secured creditor under the Uniform Commercial Code. At the request of KOM, the customer shall execute a UCC-1 financing statement or, at the option of KOM, the customer does hereby designate KOM as it's attorney-in-fact to execute on behalf of the customer these UCC-1 financing statements.
- 11) The undersigned hereby waives any right to a homestead exemption or other exemption from execution on any judgment he/she or it may have under any State law, to the extent waivable under such law. The invalidation of any part hereof shall not act as an invalidation of the whole hereof. All parts hereof not invalidated shall be enforceable.
- 12) As a condition to purchasing firearms from KOM, the undersigned Customer hereby certifies as follows:
  - a) To obtain and maintain a state resale "sales tax" number and certificate in the state in which the Customer conducts its business.
- 13) The undersigned is at least twenty-one (21) years of age.

Authorized Signature(s) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Owner or Corporate Officer Required)

**INDIVIDUAL PERSONAL GUARANTEE**

I \_\_\_\_\_, hereby personally guarantee payment of any and all indebtedness of applicant. In the event that my account is referred to a collection agency or attorney for collection, I agree, to the extent permissible under laws, to waive all rights to a jury trial and agree to pay all costs of collection, including legal fees, collection fees, post-judgment interest and court costs, including costs of any appeal.

The undersigned hereby waives, to the extent permissible under the laws of the jurisdiction in which this guarantee is sought to be enforced, all presentment, dishonor and notice of protest. The undersigned guarantor further agrees that this guarantee is continuing and that it shall remain in full force and effect as long as there is an outstanding balance owed by the applicant to KOM. The guarantor further agrees that KOM may from time to time vary or adjust terms of sale and may agree to extend the due date on any invoice and that such variance or extension shall not operate to release guarantor. Guarantor agrees that this is a guarantee of payment and not of collection.

The undersigned hereby waives any right to a homestead exemption or other exemption from execution on any judgment he/she or it may have under any State law, to the extent waivable under such law.

The invalidation of any part hereof shall not act as an invalidation of the whole hereof. All parts hereof not invalidated shall be enforceable.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

(Rev 12/05)



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**CONFIDENTIAL**

**To Whom It May Concern:**

The undersigned hereby authorizes the release of all credit information requested by King of the Mountain, Inc.

Name of Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name Signed \_\_\_\_\_

Title (if any) \_\_\_\_\_

Date \_\_\_\_\_

(A facsimile or copy of my signature shall be deemed to be an original.)