

# American Pool Supply

3721 Meade Ave Las Vegas NV 89102  
P) 702.876.1634 F) 702.876.1469

## Credit Application & Credit Agreement

Credit Limit Requested \_\_\_\_\_ Estimated Annual Purchases \_\_\_\_\_

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

Legal Owner Name \_\_\_\_\_ SS# \_\_\_\_\_

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

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

# Of Years In Business \_\_\_\_\_ # Of Years At This Address \_\_\_\_\_

Previous Address (If less than 5 years) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

YOU MUST PROVIDE A COPY OF YOUR  
BUSINESS OR CONTRACTOR'S  
LICENSE AS WELL AS A PHOTO ID

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## Business Credit References

(Please use back for additional space)

Company \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ Address \_\_\_\_\_

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

Company \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ Address \_\_\_\_\_

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

Have you ever filed Bankruptcy? Yes \_\_\_\_\_ NO \_\_\_\_\_ If yes, when? \_\_\_\_\_

Bank \_\_\_\_\_ Acct officer \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Account(s) \_\_\_\_\_ Acct #(s) \_\_\_\_\_

Business Type (select 1): Sole Owner Partnership

List all Business Owners/Officers of Corporation (Name & Title)

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The above information is given for the purpose of establishing a charge account with American Pool Supply, Inc. It is agreed that all charges are to be paid in full on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When not paid within these terms the discount (if applicable) will be disallowed and a service charge of 1.5% will be charged per month.

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### Personal Guarantee

Please provide proof of authorization to sign, if not owner

I \_\_\_\_\_ am residing at \_\_\_\_\_

for and in consideration of your extending credit at my request to (Company Name) \_\_\_\_\_

Hereinafter referred to as the "Company" of which I am \_\_\_\_\_ hereby personally  
Title

guarantee to American Pool Supply, Inc., in the state of Nevada of any obligation of the

Company and I hereby agree to bind myself to pay on demand any sum which may become due to

you by the Company whenever the Company shall fail to pay the same. It is understood that

guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of

the Company. I do hereby waive notice on default, non-payment and notice thereof and consent to

any modification or renewal of the credit agreement hereby guaranteed.

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

**Consent for Credit Inquiry**

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Home Phone # \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_

The undersigned hereby, consents to American Pool Supply, Inc., use of a non business consumer credit report on the undersigned as principles, proprietors, and or guarantors in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes American Pool Supply to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

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

# Terms and Conditions of Sale

## Delivery:

American Pool Supply will charge a \$10 delivery fee on all orders that are less than \$250 and within our normal delivery area. There is no charge on orders greater than \$250. Orders delivered outside our delivery area are subject to a \$25 fee regardless of the amount of sale.

## Transportation Claims:

American Pool Supply's responsibility for condition of merchandise ceases when such merchandise is turned over to a common carrier or when delivered by an American Pool Supply truck to purchasers' requested delivery address. Damages or shortages must be reported to the delivering carrier or truck driver immediately upon receipt and so noted on the Bill of Lading before acceptance of the shipment is made. Deviating from this procedure will result in an unenforceable claim against the delivering carrier of American Pool Supply.

## Returned Merchandise:

Returned merchandise is subject to restocking charge of 25%. No refunds or cash pay outs will be allowed and instead a credit will be issued to the customer's account. The original sales invoice must accompany returned merchandise. Returned merchandise must be in the original carton and be resalable. Special ordered non-stocked merchandise and chemicals are not returnable.

## Warranty:

American Pool Supply does not express or imply any warranty. All warranties are the responsibility of the manufacturer. American Pool Supply expressly disclaims ability for any injury, loss, or damage arising from the use or inability to use an item sold by us. Our only obligation in lieu of all warranties expressed or implied is to replace any item proved to be defective.

## Subject to Change:

All information, merchandise, and pricing are subject to change without notice.

## New Account Terms:

All new accounts must fill out an appropriate application whether for cash or credit. American Pool Supply reserves the right to determine final judgment on credit terms worthiness at its sole discretion.

## Charge Accounts:

Payment for all purchases made on charge accounts are due NET 30, unless otherwise specified. If the account holder qualifies for discounts, the invoices are due as follows: Invoices dated the through the 15<sup>th</sup> may take a 10% discount if paid by the last day of the month. Invoices dated the 16<sup>th</sup> through the 31<sup>st</sup> are due by the 15<sup>th</sup> of the following month to receive the 10% discount. It is expressly understood that all merchandise sold shall remain the property of American Pool Supply until such time that payment in full for such merchandise is received by American Pool Supply. Only after payment in full is received shall title pass to the customer. In the event of default in payment by the customer it is expressly understood and agreed that American Pool Supply shall reserve the right to retake possession of all unpaid merchandise by entering upon the premise of the customer through replevin or through any other means provided by law. It is expressly understood and agreed that all costs, including legal and collection costs incurred by American Pool Supply for the collection of debt or repossession of merchandise will be paid by the customer.

## Past Due Accounts:

All past due accounts may be placed on C.O.D. until balance in paid in full. Interest of 1.5% per month will be charged on any unpaid balance greater than 30 days past due.

## NSF Checks:

Accounts will be charged a \$25.00 service charge for each check returned from the bank and placed on C.O.D. until balance is paid in full.

## Order Acceptance:

American Pool Supply sells wholesale to the trade and commercial accounts. American Pool Supply reserves the right to refuse sales to anyone and refuse any order that is the result of a clerical error or error in quote.

## Phone Orders:

When ordering by phone, please be prepared with the item number (manufacturer's number). Without a written purchase order customer resumes all responsibility for accuracy of the order.

## Purchase orders:

Purchase orders may be faxed or delivered. American Pool Supply is not obligated by any terms, conditions, stipulations, or prices contained on the purchase order. All orders will be governed by the standard terms and conditions of sale set forth by American Pool Supply.

## Back Orders:

Unless requested by the customer, American Pool Supply does not back order items that are not currently in stock. American Pool Supply will make every possible effort to contact the customer when merchandise is in stock.

## Special Orders:

Special orders require a nonrefundable deposit of 50% prior to the order being placed. The order must be in writing and include the manufacturer's name and part number. Special order forms are final and cannot be returned. The customer should allow up to four weeks for delivery.

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

## **Job Site Delivery Release of Responsibility**

In order to service your account in a more effective manor, American Pool Supply will deliver materials and supplies to your job site(s). The Company's policy is to require an authorized signature at the time of delivery to indicate the receipt of the materials and supplies at the job site. However, in the event you wish the materials and supplies to be delivered to a job site without a delivery acceptance signature, by your signature below, American Pool Supply will make "drop deliveries" at your specified job site(s). In the case of "drop deliveries", you accept full responsibility for the receipt and payment of the materials delivered per your order. American Pool Supply delivery personnel will in any event continue to solicit acceptance signatures

I (We) \_\_\_\_\_ hereby accept full responsibility for payment of such charges in accordance with the terms extended by American Pool Supply. This release of responsibility may be revoked only after American Pool Supply has received a written cancellation.

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

[Click Here to E-mail to  
American Pool Supply](#)

[Click Here to Save to  
Your Computer](#)

[Click Here to Print  
For your Records](#)

## Delivery Service

In order for us to ensure proper delivery in a timely manor, we ask that you please provide us with the following information each time your request our delivery service:

- Complete Address (Including Zip Code)
- Cross Streets
- A Map (If possible)

Deliveries made to gated homes will need:

- Gate Code
- Lot Number
- Contact Person
- Phone Number

Delivery Fees:

\$10 — all orders under \$250

\$25 — orders outside of our delivery area

There is no fee for deliveries within range and over \$250

Standard drop

Re-delivery Charge = \$50.00