

CREDIT APPLICATION



PLEASE FAX TO (801) 268-3690
MAIL ORIGINAL

INCOMPLETE APPLICATIONS WILL NOT
BE PROCESSED

CONTEMPO TILE SALT LAKE
3732 SOUTH 300 WEST
SALT LAKE CITY, UT 84115
PHONE: (801) 262-1717
FAX: (801) 268-3690
contempotile.com

CORPORATION, PARTNERSHIP, LLC AND/OR INDIVIDUAL(S) EXACT LEGAL NAME BUSINESS PHONE

DBA: IF APPLICABLE

STREET ADDRESS (REQUIRED) CITY STATE ZIP
MAILING ADDRESS IF DIFFERENT FROM ABOVE:

CELL PHONE FAX NUMBER HOME PHONE
E-MAIL ADDRESS:

TYPE OF ACCOUNT

- C.O.D. (Deposit required for Special Orders & Holding Material)
CREDIT LIMIT: \$
BANK LOAN: Name Phone Acct #

FORM OF BUSINESS: PROPRIETORSHIP() PARTNERSHIP() CORPORATION() LIMITED LIABILITY CO.()

NAME OF PRINCIPALS: (IF A CORPORATION, LIST SHAREHOLDERS AND/OR OFFICERS,-IF A PARTNERSHIP, LIST ALL PARTNERS, IF LLC, LIST MEMBERS AND MANGERS)

- 1) NAME TITLE SOCIAL SECURITY # DRIVER'S LICENSE #
2) NAME TITLE SOCIAL SECURITY # DRIVER'S LICENSE #

TYPE OF SERVICE YOU PROVIDE: CHECK ALL THAT APPLY

- DEALER / SHOWROOM TILE INSTALLATION INTERIOR DESIGN
BUILDER FABRICATION OTHER

NUMBER OF YEARS THIS BUSINESS HAS BEEN IN CONTINUAL OPERATION:

CONTRACTOR LICENSE AND CLASS:

FEDERAL TAX I.D. NUMBER (FOR CORPORATIONS):

BOND TYPE AND BONDING COMPANY:

NEAREST RELATIVE NOT LIVING WITH YOU: NAME:

PHONE: ADDRESS:

BANK REFERENCE: CHECKING ACCT#: CONTACT:

BANK REFERENCE: SAVINGS ACCT#: CONTACT:

TRADE REFERENCES WITH WHOM CORPORATION, PARTNERSHIP, AND/OR INDIVIDUAL PRESENTLY HAS CREDIT:

- 1) NAME & CONTACT CITY, STATE PHONE
2) NAME & CONTACT CITY, STATE PHONE
3) NAME & CONTACT CITY, STATE PHONE
4) NAME & CONTACT CITY, STATE PHONE

ARE THERE ANY SUITS, JUDGMENTS, TAX DEFICIENCIES, OR OTHER CLAIMS AGAINST THE CORPORATION, PARTNERS, AND/OR INDIVIDUAL(S)? IF YES, PLEASE EXPLAIN

HAVE THE CORPORATION, PARTNERS, INDIVIDUAL(S), AND/OR ANY PRINCIPALS EVER GONE THROUGH BANKRUPTCY, COMPROMISED A DEBT, OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS IF YES, PLEASE EXPLAIN

CREDIT APPLICATION CONTINUED

THE UNDERSIGNED (APPLICANT) UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) ALL ACCOUNTS ARE PAYABLE IN FULL THIRTY (30) DAYS AFTER INVOICE DATE, UNLESS OTHERWISE STATED ON THE INVOICE ISSUED BY CONTEMPO. APPLICANT AGREES TO PAY INTEREST AT A RATE OF TWENTY-FOUR PERCENT (24%) PER YEAR ON ALL PAST DUE ACCOUNTS. CONTEMPO MAY TERMINATE ANY CREDIT AVAILABILITY AT THE SOLE DISCRETION OF CONTEMPO. APPLICANT AUTHORIZES ALL PERSONS IDENTIFIED AS "AUTHORIZED BUYERS" BELOW TO OBTAIN GOODS AND CREDIT FROM CONTEMPO ON APPLICANT'S ACCOUNT.
- 2) IF ANY AMOUNT OWED BY APPLICANT IS NOT PAID WITHIN 5 DAYS OF WHEN DUE, APPLICANT AGREES TO PAY A LATE CHARGE EQUAL TO THE GREATER OF 5% OF THE AMOUNT OWED OR \$25.00. IF ANY CHECK DELIVERED BY APPLICANT TO CONTEMPO IS RETURNED UNPAID FOR ANY REASON, APPLICANT AGREES TO PAY TO CONTEMPO A FEE OF \$20.00, IN ADDITION TO ALL OTHER AMOUNTS OWED UNDER THIS AGREEMENT, OR PURSUANT TO STATUTE.
- 3) APPLICANT AGREES TO PAY ALL COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, LIEN FEES AND COURT COSTS, FOR ANY MATTER THAT IS REFERRED TO AN ATTORNEY.
- 4) NO GOODS MAY BE RETURNED AFTER THIRTY DAYS (30) DAYS. NO REFUNDS ARE ACCEPTED ON SPECIAL ORDERS, ANY CLAIMS CONCERNING THE ACCEPTABILITY AND/OR SUITABILITY OF THE GOODS MUST BE PRESENTED TO CONTEMPO AND RESOLVED BEFORE INSTALLATION. AS SECURITY FOR ALL AMOUNTS OWED BY APPLICANT TO CONTEMPO, APPLICANT GRANTS TO CONTEMPO A SECURITY INTEREST IN ALL INVENTORY CONSISTING OF GOODS AND PRODUCTS SOLD BY CONTEMPO TO APPLICANT, AND THE PROCEEDS THEREOF.
- 5) NO TERMS OR CONDITIONS OF PURCHASE ORDERS DIFFERENT FROM THE TERMS OF CONTEMPO WILL BECOME PART OF ANY SALES AGREEMENT, PURCHASE ORDER, OR OTHER DOCUMENT UNLESS SPECIFICALLY APPROVED IN WRITING BY CONTEMPO.
- 6) APPLICANT ACKNOWLEDGES AND AGREES THAT CONTEMPO MAY UTILIZE OUTSIDE CREDIT REPORTING SERVICES TO OBTAIN INFORMATION ON APPLICANT.
- 7) THIS AGREEMENT IS INTENDED TO BE PERFORMED IN THE STATE OF UTAH AND IS GOVERNED BY THE LAWS OF THE STATE OF UTAH. APPLICANT AGREES THAT ANY AND ALL SUITS REGARDING THIS AGREEMENT MAY BE INSTITUTED AND MAINTAINED ONLY IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF UTAH AND APPLICANT UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF SUCH COURTS.

APPLICANT CERTIFIES THAT THE INFORMATION SET FORTH IS TRUE AND COMPLETE AND IS GIVEN WITH THE INTENT THAT IT BE RELIED UPON BY CONTEMPO IN SELLING GOODS AND/OR EXTENDING CREDIT TO THE BELOW NAMED APPLICANT. APPLICANT HAS NO KNOWN OBLIGATIONS, DIRECT OR CONTINGENT, WHICH HAVE NOT BEEN SET FORTH HEREON, AND I HAVE NOT KNOWINGLY WITHHELD ANY MATERIAL INFORMATION OF AN ADVERSE NATURE. CONTEMPO IS AUTHORIZED TO OBTAIN SUCH INFORMATION AS IS REQUIRED CONCERNING THE STATEMENTS MADE IN THIS CREDIT APPLICATION. APPLICANT AGREES THAT, AS USED HEREIN, "CONTEMPO" MEANS CONTEMPO CERAMIC TILE CORPORATION, CONTEMPO TILE OF ST. GEORGE INC., AMERICAN OLEAN BY CONTEMPO, CONTEMPO TILE OF OREM, CONTEMPO CENTRAL DISTRIBUTION CENTER, AND/OR CONTEMPO TILE OF OGDEN.

** Signatures required for application process **

CORPORATION, PARTNERSHIP, LLC AND/OR INDIVIDUAL (S) NAME	PRINT OWNER NAME
SIGNATURE	TITLE
SIGNATURE	DATE

FOR VALUE RECEIVED, AND FOR THE PURPOSE OF ENABLING THE ABOVE IDENTIFIED APPLICANT (HEREAFTER "APPLICANT") TO OBTAIN CREDIT FROM CONTEMPO CERAMIC TILE CORPORATION OR CONTEMPO TILE OF ST. GEORGE INC., OR AMERICAN OLEAN BY CONTEMPO (COLLECTIVELY CONTEMPO), THE UNDERSIGNED ("GUARANTOR") GUARANTEES PROMPT PAYMENT OF ANY AND ALL INDEBTEDNESS OF EVERY KIND AND NATURE FOR WHICH APPLICANT MAY NOW BE INDEBTED OR MAY LATER BECOME INDEBTED TO CONTEMPO HOWEVER THE INDEBTEDNESS MAY BE EVIDENCED AND IN WHATEVER FORM IT MAY BE AND AT WHATEVER TIME IT MAY BE CREATED, WHETHER THE INDEBTEDNESS IS EVIDENCED BY PROMISSORY NOTE, SIGNED INVOICES, OPEN ACCOUNT OR IN ANY OTHER MANNER OR FORM WHATSOEVER AND WHETHER APPLICANT'S LIABILITY BE PRIMARY, SECONDARY OR CONTINGENT AND WHETHER THE EVIDENCE OF INDEBTEDNESS IS PAYABLE DIRECTLY TO CONTEMPO OR IS SUBSEQUENTLY ENDORSED AND DELIVERED TO CONTEMPO OR IS BY CONTEMPO IN ANY OTHER MANNER ACQUIRED. GUARANTOR EXPRESSLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OF DISHONOR ON ANY AND ALL FORMS OF SUCH INDEBTEDNESS, AND ALSO EXPRESSLY WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTY, ACCEPTANCE ON CONTEMPO'S PART BEING EXCLUSIVELY PRESUMED BY ITS REQUEST FOR THIS GUARANTY AND DELIVERY OF THE SAME TO CONTEMPO. IF THIS GUARANTY IS SIGNED BY MORE THAN ONE PERSON THE LIABILITY OF THE UNDERSIGNED, AND EACH OF THEM, SHALL BE JOINT AND SEVERAL. THIS GUARANTY IS INTENDED TO BE PERFORMED IN THE STATE OF UTAH AND IS GOVERNED BY THE LAWS OF THE STATE OF UTAH. GUARANTOR AGREES THAT ANY AND ALL SUITS REGARDING THIS GUARANTY MAY BE INSTITUTED AND MAINTAINED ONLY IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF UTAH AND GUARANTOR UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF SUCH COURTS. IN THE EVENT CONTEMPO INSTITUTES COLLECTION PROCEEDINGS ON THIS GUARANTY. GUARANTOR AGREES TO PAY ALL COSTS OF SUCH PROCEEDINGS INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COURT COSTS AND FEES FOR COLLECTION. I AUTHORIZE YOU TO CHECK MY PERSONAL CREDIT.

AUTHORIZED SIGNATURE	PRINT NAME	DATE
AUTHORIZED SIGNATURE	PRINT NAME	DATE

FOR TAX EXEMPT ACCOUNTS ONLY

COMPLETE THE FOLLOWING: FOR CONTEMPO CERAMIC TILE CORPORATION
 MY RESALE OR SALES TAX EXEMPTION NUMBER IS: _____
 (NOTE: WE ARE REQUIRED TO CHARGE SALES TAX UNLESS EXEMPTION FORM IS SIGNED)

I CERTIFY THAT I AM A DEALER IN TANGIBLE PERSONAL PROPERTY OR SERVICES AND THAT THE TANGIBLE PERSONAL PROPERTY OR SERVICES PURCHASED ARE FOR RESALE OR RE-LEASE. IF I USE OR CONSUME ANY TANGIBLE PERSONAL PROPERTY OR SERVICE THAT I PURCHASE TAX FREE FOR RESALE. I WILL REPORT AND PAY SALES TAX ON THE PROPER COST THEREOF DIRECTLY TO THE TAX COMMISSION ON MY NEXT REGULAR SALES AND USE TAX RETURN.

AUTHORIZED SIGNATURE	TITLE	DATE
PRINT NAME		

P.O. REQUIRED: YES NO
BUYERS ON ACCOUNT

PRINT FIRST AND LAST NAME	SIGNATURE
PRINT FIRST AND LAST NAME	SIGNATURE
PRINT FIRST AND LAST NAME	SIGNATURE
PRINT FIRST AND LAST NAME	SIGNATURE

~~~~~THANK YOU~~~~~