



# APPLICATION FOR CREDIT

3650 South 300 West  
Salt Lake City, UT 84115  
801-268-3677  
Fax 801-262-2234

## Applicant/ Contact Info.

Name: \_\_\_\_\_ Years in Business  ( ) \_\_\_\_\_ Phone No. \_\_\_\_\_

Email address: \_\_\_\_\_ A/P Contact \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cellular Phone No. \_\_\_\_\_

Type of Business: \_\_\_\_\_ Estimated Annual Acct Volumn \$ \_\_\_\_\_

Individual  LLC; LP Credit Amount Requested \$ \_\_\_\_\_

Sole Proprietor  Partnership Contractor Lic. No. \_\_\_\_\_

Corporation  Other Federal ID No. \_\_\_\_\_

**Purchase Order Required** Resale Tax No. \_\_\_\_\_  
(if applicable-Resale certificate must be provided)

## Principals (All Partners, Shareholders, Officers & Directors)

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_ Drivers License No. \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_ Drivers License No. \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_ Drivers License No. \_\_\_\_\_

## Bank References (All Accounts)

Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  Checking  Savings

Location \_\_\_\_\_ Contact Name \_\_\_\_\_

Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  Checking  Savings

Location \_\_\_\_\_ Contact Name \_\_\_\_\_

Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  Checking  Savings

Location \_\_\_\_\_ Contact Name \_\_\_\_\_

## Business/Trade References (At Least Three)

Name \_\_\_\_\_ Type of Bus \_\_\_\_\_ Phone \_\_\_\_\_

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

Name \_\_\_\_\_ Type of Bus \_\_\_\_\_ Phone \_\_\_\_\_

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

Name \_\_\_\_\_ Type of Bus \_\_\_\_\_ Phone \_\_\_\_\_

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

**Personal Guaranty**

For and in consideration of granting an open credit account for the applicant above ("Applicant"), the undersigned guarantor's do(es) hereby jointly and severally guarantee payment of any sum now due or that hereafter becomes due according to the Terms and Conditions of the account of Applicant with Modern Tile, its successors or assigns, for goods and merchandise sold and/or delivered to or at Applicant's request.

The undersigned agree(s) to pay any sum owed hereunder to Modern Tile after it becomes due and is not paid.

This guaranty is without limitation as to duration or amount and shall be a continuing guaranty from the date hereof and remain in full force and effect until 6 months following the receipt by Modern Tile of a written notice revocation of personal guaranty.

The undersigned hereby authorize Modern Tile to obtain non-business consumer credit reports on the undersigned on the same terms as applicant's authorization above.

The undersigned hereby jointly and severally waive presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this credit application.

The undersigned agree to pay all attorneys' fees incurred in the enforcement of this guarantee as well as costs of collection and interest as required under the Terms and Conditions of Applicant's account.

**GUARANTORS**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

THE UNDERSIGNED HAVE READ THIS CONTINUING GUARANTY AND UNDERSTAND THE CONTENTS THEREOF.

_____	_____	_____
Guarantor Signature	Guarantor Name (Printed)	Date
_____	_____	_____
Guarantor Signature	Guarantor Name (Printed)	Date

**TERMS AND CONDITIONS**

**Purchases/Interest:** Accounts are due and payable within the time frames and as indicated by the terms stated in each invoice. In the event payment is not made as agreed, interest shall commence to accrue on the unpaid balance at the rate of 1.5% per month (18% per annum) and shall be compounded monthly, both pre-judgment and post-judgment, until paid in full. The minimum order amount is \$25.00

**Payments:** *Payments are to be made by invoice and not by monthly statements. All amounts due are payable at the address of Modern Tile as listed above or as notified otherwise by Modern Tile in writing.*

**Defaults/Claims:** In the event of default of the terms of this agreement, the account may be suspended and the undersigned agree to pay all cost of collection, court cost and attorney's fees incurred, regardless of whether suit is filed. Any action brought hereunder shall be governed by the laws of the State of Utah and shall be brought in Salt Lake County. All claims for error, shortage, damage, or defective goods or service must be made within 5 days after receipt of the goods or service complained of, or such claims are waived.

**Credit Limit:** *Modern Tile is entitled to restrict applicant's purchases to the amount of the credit limit offered, however, the applicant and any guarantors shall be liable for the full amounts due regardless of whether those amounts exceed the amount of the credit limit.*

**Returns:** Returned must be approved in writing and may be subject to a restocking charge of 25% of the amount invoiced for the returned items.

**Risk of Loss:** *All risk of loss, injury or destruction of goods, regardless of cause, shall be upon Customer at such time as the goods are delivered to a given location at Customer's direction or the goods are identified to any contract or the goods are removed by Customer from Modern Tile's yard*

**Changes:** *No term or condition herein may be changed except in writing signed by Modern Tile. Periodic changes in these Terms and Conditions may be proposed by Modern Tile. Failure to cooperate in executing changes so proposes will result in the termination of this agreement. If at any time or for any reason Modern Tile deems itself insecure, Modern Tile reserves the right in its sole discretion to revoke Customer's credit under this agreement.*

**Authorization:** *The undersigned hereby authorized Modern Tile, or its representative, to obtain a credit report for uses consistent with the law including the Federal Fair Credit Reporting Act as contained in 15 U.S.C 1681, et seq. This authorization is a continuing authorization without expiration.*

**Facsimile:** A photocopy of facsimile of this Agreement and any of its provisions shall be as enforceable as the original.

**Return Check Fee:** A return check fee of \$25.00 shall be charged to all checks returned by the Customers bank regardless of the reason of the return.

_____	_____	_____
Applicant Signature	Applicant Name/Title	Date
_____	_____	_____
Applicant Signature	Applicant Name/Title	Date

Reference Checked	Checked By:	Approval Date:	Approved by:	Account No.	Credit Limit \$
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