



MODERN TILE

APPLICATION FOR CREDIT

3650 South 300 West
Slc, Utah 84115
Phone 801-268-3677
Fax 801-262-2234

1938 Lincoln Ave
Ogden, UT 84401
Phone 801-781-6950
www.moderntileutah.com

Applicant/
Contact Info.

Business Name: _____ Years in Business [] () _____ Phone No. _____
A/P Contact _____ A/P Email _____
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 _____

Business/Trade
References (At Least Three)

Name _____ Type of Bus _____ Phone _____
Email _____
Address _____ Contact _____
Name _____ Type of Bus _____ Phone _____
Email _____
Address _____ Contact _____
Name _____ Type of Bus _____ Phone _____
Email _____
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 Unique 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.

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.

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

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

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



Exemption Certificate

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721

Rev. 5/20

Name of business or institution claiming exemption (purchaser)		Telephone number	
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
Name of Seller or Supplier:		Date	
Sales Tax License Number:		<i>Required for all exemptions marked with an asterisk (*)</i>	

The signer of this certificate **MUST** check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION

Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

Resale or Re-lease

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

Religious or Charitable Institution

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

Construction Materials Purchased for Religious and Charitable Organizations

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: _____

Name of project: _____

Fuels, Gas, Electricity

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be predominantly used for industrial use.

Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity, Web Search Portal or Medical Laboratory

I certify the machinery and equipment, normal operating repair or replacement parts, or materials (except office equipment or office supplies) are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in a medical laboratory described in NAICS Code 621511; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in an Electronic Payment Service

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in the operation of an electronic payment service described in NAICS Code 522320.

Machinery or Equipment Used by Payers of Admissions or User Fees

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

Refinery Machinery, Equipment and Normal Repair or Replacement Parts

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah, and beginning on July 1, 2021, annually obtains a valid refiner tax exemption certification from the Office of Energy Development.

Pollution Control Facility

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

Municipal Energy

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

Short-term Lodging Consumables

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

Direct Mail

I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

Commercial Airlines

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

Commercials, Films, Audio and Video Tapes

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

Alternative Energy

I certify the tangible personal property meets the requirements of UC §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

Locomotive Fuel

I certify this fuel will be used by a railroad in a locomotive engine. Starting Jan. 1, 2021, all locomotive fuel is subject to a 4.85% state tax.

Research and Development of Alternative Energy Technology

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

Life Science Research and Development Facility

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

Mailing Lists

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

Semiconductor Fabricating, Processing or Research and Development Material

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

Telecommunications Equipment, Machinery or Software

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

Aircraft Maintenance, Repair and Overhaul Provider

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

Ski Resort

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

Qualifying Data Center

I certify that the machinery, equipment or normal operating repair or replacement parts are: (1) used in a qualifying data center as defined in Utah Code §59-12-102; (2) used in the operations of the qualifying data center or in an occupant's operations in the qualifying data center; and (3) have an economic life of one or more years.

Leasebacks

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

Film, Television, Radio

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

Prosthetic Devices

I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

Out-of-State Construction Materials

I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

Agricultural Producer

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**

Tourism/Motor Vehicle Rental

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

Textbooks for Higher Education

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

* **Purchaser must provide sales tax license number in the header on page 1.**

NOTE TO PURCHASER: You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email taxmaster@utah.gov, or call 801-297-2200 or 1-800-662-4335.