



CONNECTORS FOR CONSTRUCTION

2008 W. 2550 S. WEST HAVEN, UT 84401

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CREDIT APPLICATION – ACCOUNT AGREEMENT

THIS APPLICATION IS VALID ONLY IF SIGNED BY OWNER/PARTNER/CORPORATE OFFICER ON REVERSE SIDE

COMPANY NAME:	PHONE #:
ADDRESS:	FAX#:
	MOBILE#:
BILLING ADDRESS:	A/P CONTACT:
REQUESTED CREDIT LIMIT:	OTHER #:

OWNERSHIP: PROPRIETORSHIP PARTNERSHIP LLC CORPORATION—STATE _____ DATE: _____

DATE BUSINESS WAS STARTED:	TYPE OF BUSINESS:
FEDERAL ID#:	DO YOU REQUIRE A PURCHASE ORDER:
CONTRACTOR'S LICENSE #:	SALES TAX EXEMPT? :
NUMBER OF EMPLOYEES:	RESALE #:

OWNERS/PARTNERS/CORPORATE OFFICERS:

NAME/TITLE:	HOME PHONE #:	SOCIAL SECURITY #:	HOME ADDRESS:	DATE OF BIRTH:
1.				
2.				
3.				

BANK REFERENCE:

NAME:	CHECKING ACCOUNT #:
ADDRESS:	LOAN ACCOUNT #:
	PHONE #:
CONTACT NAME:	FAX #:

TRADE REFERENCES:

1. NAME:	ACCOUNT #:
ADDRESS:	PHONE#:
	FAX #:
2. NAME:	ACCOUNT #:
ADDRESS:	PHONE#:
	FAX #:
3. NAME:	ACCOUNT #:
ADDRESS:	PHONE#:
	FAX #:

(PLEASE SEE NEXT PAGE)

TERMS & CONDITIONS: The person, proprietorship, partnership, LLC, or corporation ("Client") and each individual guarantor ("Guarantor") entering into this Credit Application Account Agreement (or opening a C.O.D. account) (both hereinafter referred to as the "Agreement" with CONNECTORS FOR CONSTRUCTION, LLC (CFC) do hereby agree with CFC, as follows:

1. **DEFINITIONS:** Except where otherwise expressly stated in this Agreement, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code as adapted and presently effective in the State of Utah.
2. **AGREEMENT BETWEEN MERCHANTS AND INTEGRATION:** This Agreement shall be deemed an agreement between merchants as that term is defined by the Uniform Commercial Code of the State of Utah. This Agreement represents the whole understanding between CFC, Client, and Guarantor, and this Agreement may not be modified unless in writing.
3. **PAYMENT TERMS:** Our terms are Net the 30th of the month following month of sale. If this Agreement is signed after the Client, Guarantor, and CFC already have an existing account, this Agreement shall apply retroactively to the amounts due on the account at the time this Agreement is signed.
4. **FINANCE CHARGES:** Client agrees to pay according to the terms of this Agreement and of each invoice. Finance charges at the rate of 2% per month, 24% per annum (A.P.R.) may be charged on any invoice or fraction thereof remaining unpaid after thirty (30) days from the date that is on the invoice.
5. **TAXES:** Client agrees to pay all applicable sales and use taxes on any products or services sold to Client by CFC.
6. **SEVERABILITY:** If any clause of this Agreement is held to be invalid by any court of competent jurisdiction, the clause in question shall be modified to eliminate the invalid element and as so modified the Agreement shall be binding on the parties. If the clause cannot be modified, it shall be deleted from this Agreement. The modification or deletion of any invalid clause shall not affect the remaining provisions of the Agreement.
7. **CREDIT APPROVAL:** This Agreement is not binding on CFC until accepted by CFC. Client and Guarantor do hereby waive notice of acceptance of this Agreement.
8. **AUTHORIZATION:** Client and Guarantor do hereby grant CFC standing authorization to obtain and/or review any consumer or commercial credit agency records, and to contact any credit references for establishing and maintaining credit with CFC, or collecting the account. CFC will hold such information confidential, unless legal action is required to enforce the rights of the parties hereto. Client and Guarantor covenant and promise to release and hold CFC and its agents harmless for reasonable credit inquiries. Client and Guarantor agree to provide such additional financial data and/or documents that CFC deems necessary for the purposes stated in this paragraph.
9. **DEFAULT:** Should any default be made in any of the terms hereunder, all amounts owed by Client and/or Guarantor shall become immediately due and payable. In the event any action is taken to collect the account balance, Client and Guarantor agree to pay all expenses of collection to the extent permitted by law, including but not limited to costs of Court, and actual attorney's fees incurred by CFC or 1/3 of the default balance, whichever is less.
10. **RETURNED CHECKS:** For any returned check despite reason for return, Client agrees to pay a returned check charge of \$20.00.
11. **JURISDICTION:** The laws of the State of Utah shall govern this Agreement. The federal and state courts of the State of Utah shall have exclusive jurisdiction of all disputes arising from this Agreement. Venue for any lawsuit or dispute arising out of this agreement shall be in 4th District Court of Utah County, unless CFC otherwise chooses or statute prevents.
12. **PERSONAL GUARANTEE:** In consideration of CFC selling goods and service to Client, the Guarantor does with this personally guarantee, absolutely and without condition, the payment of any indebtedness of Client incurred pursuant to this Agreement. The Guarantor specifically understands that the account of the Client may, from time to time, be paid in full and new indebtedness subsequently created and the Guarantor specifically agrees that his continuing guarantee shall cover all such indebtedness subsequently created. If legal action is taken to enforce this guarantee or any provision hereof, such action may be maintained alone, or Until all indebtedness hereby guaranteed has been paid in full, Guarantor shall not have the right to cancel personal guarantee unless done in writing by CFC.

THE UNDERSIGNED HAS/HAVE READ, UNDERSTOOD AND DO(ES) HEREBY ACCEPT ALL THE TERMS AND CONDITIONS OUTLINED ABOVE. IF EITHER A CREDIT OR C.O.D. ACCOUNT IS OPENED, THE SAID TERMS AND CONDITIONS SHALL BE BINDING.

SIGNATURE OF PERSON, OWNER, PARTNER, OR OFFICER

DATE

PRINTED/TYPEWRITTEN NAME

DATE

SIGNATURE OF GUARANTOR, Not signing for Corporation or Business

DATE

PRINTED/TYPEWRITTEN NAME

DATE