



760 N. Harrisville Rd. • Ogden, Utah 84404
Tel. (801) 782-2088 • Fax. (801) 782-1515



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CREDIT APPLICATION

Applicant's Name _____ Date _____
DBA _____ Phone () _____ FAX () _____
Mailing Address _____ Street Address _____
City _____ State _____ Zip _____
How long have you been in business _____ How long have you been in your present location _____
Type Business Sole Proprietorship Partnership Corporation LLC
Name(s) and information on all owners, general partners and officers

Name	Birth date	Social Security	Home Address, City, State, Zip

Type of business: _____
Have you ever declared bankruptcy? _____ Yes _____ No
Is your business operational year round? Yes No If no, specify period of operation _____
Amount of Credit you are requesting? _____

Bank Reference _____ Branch _____
Name of Banker _____ Phone/Fax# _____ / _____
Address _____ City & State _____

Four Trade references where you purchase on open account:

- Name _____ Phone/Fax _____ / _____
Address _____ City & State _____
Credit line: _____
- Name _____ Phone/Fax _____ / _____
Address _____ City & State _____
Credit line: _____
- Name _____ Phone/Fax _____ / _____
Address _____ City & State _____
Credit line: _____
- Name _____ Phone/Fax _____ / _____
Address _____ City & State _____
Credit line: _____

Tax Resale Number _____ Federal Tax I.D. Number _____

TERMS AND CONDITIONS OF SALE

The undersigned acknowledges, when accepted by C. E. Butters Realty & Construction Inc. and/or Towers Sand & Gravel LLC (herein referred to as CEB Companies), that the following terms and conditions are binding:

1. All sales are subject to approval by management. The maximum credit amount shall be in a sum determined by CEB Companies after review of this application. Such amount shall, at the option of CEB Companies, be subject to change by 10 days written notice to applicant.
2. All Payments are due and payable upon receipt of the invoice or as specified on each individual invoice. A finance charge of 3 ½% per month (42% Annual Rate) will be assessed on all past due amounts, both before and after a judgment is filed. All interest charges shall be calculated by determining the unpaid balance of the account on the last day of the billing cycle after deducting payments and credits received during the same cycle.
3. Customer also agrees that if this account is turned over to an agency for collection, that in addition to the account balance, the customer will also pay all attorney fees (with or without suit); court costs; and collection agency fees, commissions and charges up to 50% of the account balance.
4. The above information concerning the Applicant is for the purpose of obtaining credit and is warranted to be true and correct. I/We hereby authorize you or your agent/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.
5. Invoices are due and payable at 760 North Harrisville Rd., Harrisville, UT 84404, or at such address as the company may provide on its monthly statements.
6. Unpaid accounts are also subject to the filing of liens as provided by the Utah State Code. Accounts with unpaid invoices over 45 days old will automatically be placed on C.O.D. and liens will be filed on the pertinent properties. A \$250.00 lien preparation fee plus filing costs will also be added to the account balance.
7. Prices and conditions of sale are subject to change without notice.
8. All merchandise returns must have prior approval and if returnable subject to a 15% restock charge on stocked items and a 50% restock charge on special order items.
9. By signing this application the Applicant and Personal Guarantor acknowledge and represent that they have read the foregoing application and agree with and accept the terms and conditions herein, and warrants that he/she has authority to execute this Open Account Agreement and to bind said company to the terms contained.

Signature _____

Print Name _____

Title _____

Date _____

Personal Guarantee

In order to induce C.E. Butters Realty and Construction, Inc. and/or Towers Sand & Gravel LLC, to extend credit to the applicant above named, I/We personally guarantee payment of the past due accounts, attorney's fees, court costs, collection fees and interest herein above described. This guarantee shall be a continuing guarantee.

I/we hereby authorize you or your agent/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Guarantor

Date

Address

Social Security Number

**** INCOMPLETE OR UNSIGNED APPLICATIONS WILL NOT BE PROCESSED****