

Credit Application

(For Credit Only)

SMITTY DOG ENTERPRISES, INC. T/A



**8121- A Piney Branch Road
Silver Spring, MD 20910
301-587-9311
Fax- 240-247-0405**

Regal Paint Centers Use Only

Account Number _____ Customer Class Code _____
Assigned Salesperson _____ Salesperson ID# _____
Price Level _____ Payment Terms _____
Store Manager Authorization _____ Store # _____

Credit Dept. Use Only:

Credit Limit _____ Approved by _____ Date _____

PLEASE RETURN THIS ORIGINAL APPLICATION TO THE ADDRESS ABOVE

**CHARGES CANNOT BE MADE TO THE ACCOUNT UNTIL THE ORIGINAL APPLICATION
IS RECEIVED BY THE HOME OFFICE LOCATED AT THE ABOVE ADDRESS**

TO OUR APPLICANT:

It is our goal to provide you with the best and most efficient service available. In order for us to expedite the processing of this credit application, **we request that you complete the application fully, sign in the proper place.**

You may fax the application to us **but it is very important that you return the original form to us.** Should we require additional information in order to make a fair evaluation, the credit department will notify you. Thank you.

Applicant Information
(PLEASE PRINT IN BLACK INK)

Business Name _____

Physical Street Address _____

City, State, Zip _____

Business Phone _____ Fax Number _____

Email: _____ Federal Tax I.D. No: _____

Person Responsible for Payment _____

Phone Number _____

Type of Business: ____ Corporation / ____ Partnership / ____ Proprietorship / ____ LLC / ____ Limited Partnership

Business Category: (Example: Painter, Builder, Cabinet Shop, etc...) _____

Estimated Monthly Purchases: _____

Employees: _____

Products Purchased: _____

Does applicant pay Sales Tax? Yes No **(If no, copy of tax exemption certificate must be attached)**

Year Established _____

State of Formation (if applicable): _____

Applicant Trade References

(Must Provide 4)

Name	Account Number	Phone Number	Fax Number
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1. _____

2. _____

3. _____

4. _____

PERSONAL GUARANTEE

As an inducement to Smitty Dog Enterprises Inc t/a Regal Paint Centers (hereinafter called the Company) for the extension of credit to: The Applicant Named In This Credit Application and in consideration of the Company extending a line of credit to the Applicant, we and each of us do hereby, jointly and severally, for ourselves and each of our heirs, successors, assigns, and personal representatives, guarantee and warrant unto the Company, its successors and assigns, the prompt payment upon demand of each and all notes, checks, accounts receivable, and other obligations of every name and kind, made, signed, drawn, accepted or endorsed by the Applicant herein or to any person with the apparent authority to utilize this account, which Company now has or which it may hereafter have, hold, purchase or obtain. This guarantee shall apply to and guarantee any ultimate balance, which shall remain due to the Company and shall be considered a continuing guarantee of any and all liabilities of the Applicant to the Company. This is a Guarantee of payment and not merely a Guarantee of collection.

And we and each of us, jointly and severally, for ourselves and each of our successors, assigns and personal representatives, hereby waive notices of acceptance of this guarantee, notice of all loans and other obligations made from time to time under this credit agreement, and notice from time to time of default in the payment of any loans or other obligations of the Applicant to the Company; authorized and consent to the release and discharge of any\ co-debtor or surety which the Company may deem advisable or expedient, and the release or relinquishment of any security without the same discharging releasing, or in any manner affecting the liability of the Guarantor (s) to the Company under this guarantee; agree that in the case of non-payment of any obligations, when due, that we will pay the same together with interest thereon at the rate of 1 1/2% per month (18% annual percentage rate) upon demand; and in the event collection has to be made through a collection agency, pay reasonable collection fees of 33 1/3% of the outstanding balance or if collection has to be made through an attorney, to pay reasonable attorney's fees of 33 1/3% of the outstanding balance of this account, plus all cost of collection, including court cost and all expenses (except where prohibited by law) in the event collection becomes necessary. The undersigned further agree that any controversy or claim arising out of or relating to this Guaranty or breach thereof shall be brought in the appropriate State Court in Montgomery County, Maryland. Facsimile copy of this document will have the same force and effect of the original document.

The undersigned personal Guarantor (s), recognizes that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, and hereby consents to and authorizes Smitty Dog Enterprises, Inc. – t/a Regal Paint Centers or it's representative, obtaining and using a Consumer Credit Report on the undersigned from time-to-time as may be needed in the credit evaluation process.

This Guarantee shall remain in full force and effect until the Company shall have received written notice to make no further advances on the security of the guaranty, provided however, no such cancellation have effect or impact on any outstanding balance, or any credit that may be issued during the period within which RPC competes processing the cancellation. Any notice of cancellation, to be effective, shall be sent to RPC by certified mail, return receipt requested, postage prepaid. Only a US Postal return receipt, properly signed by RPC, shall be evidence of the said receipt of such notice.

This instrument is intended to be a full, complete and perfect guarantee and indemnity to RPC to the extent of and for any liability of any kind owing by the Applicant to RPC from time to time.

PRINT NAME

SIGNATURE

SOCIAL SECURITY NUMBER

DATE