

# 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 CLEARLY IN BLACK INK)*

Business Name \_\_\_\_\_

Physical Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax I.D. No: \_\_\_\_\_ Year Established \_\_\_\_\_

Person Responsible for Payment \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

Type of Business: \_\_\_\_ Corporation / \_\_\_\_ Partnership / \_\_\_\_ Proprietorship / \_\_\_\_ LLC / \_\_\_\_ Limited Partnership

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

Estimated Monthly Purchases: \_\_\_\_\_ # Employees: \_\_\_\_\_

Products Purchased: \_\_\_\_\_ State of Formation (if applicable): \_\_\_\_\_

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

Does applicant purchase items for re-sale? Yes No If yes please provide re-sale certificate

Year Established \_\_\_\_\_ State of Formation (if applicable): \_\_\_\_\_

**Applicant Trade References (Must Provide 3)**

Name Account Number Phone Number

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Principal Owner or All Partners**

\*Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Cellular Phone # \_\_\_\_\_ Phone Number \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Spouse's Name (only if an owner or active in business)

\_\_\_\_\_ Social Security Number \_\_\_\_\_

Cellular Phone # \_\_\_\_\_ Phone Number \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**USER NAMES AUTHORIZED TO CHARGE ON ACCOUNT**

(It is the responsibility of the applicant to update and change users as needed)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Credit Terms**

The information as set forth above is furnished for the purpose of requesting Smitty Dog Enterprises, Inc- t/a “Regal Paint Centers” to grant and extend me/us credit for the purchase of merchandise on your open account terms. The undersigned acknowledge that this account is for commercial purposes and not for personal, household, or family purposes. If any credit is granted to the applicant, the terms hereof shall apply. Notwithstanding anything herein to the contrary, Regal Paint Centers reserves the right at any time, as its sole discretion, without notice, to terminate, adjust, modify, or amend (1) any credit thereafter to be granted hereunder or (2) the terms under which any credit will be granted.

The undersigned agree, jointly and severally, to pay any and all sums that may become payable under this account, including, without limitation, for merchandise sold to the applicant, its agents, employees, representatives, contractors, or to any person with apparent authority to utilize this account, unless RPC receives notice, to the contrary in writing from the applicant’s responsible person. Payment Terms are net 30. All payments are due before the end of the month or will be subject to finance charge. Office hours for payments are Monday through Thursday 8:30 am to 5:00 pm and Fridays 8:30 am till 2:00pm. All past due balances are subject to interest of 1 1/2% per month (18% annual percentage rate). The applicant shall advise RPC in writing, of any change in its ownership, operations, or status, including but not limited to changes in any credit information of any type contained on this application, business ownership, business operations, status, bank references, and the like.

The undersigned agrees, to pay collection fees and/or reasonable attorney’s fees of 33 1/3% of the outstanding balance of this account, plus all costs of collection, to include court cost and all expenses (except where prohibited by law) in the event any payment due hereunder is delinquent or you are otherwise in default, whether or not suit is filed. The undersigned further agree that any controversy or claim arising out of or relating to these credit terms 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 as the original document.

The applicant, guarantors and others from time to time obligated under this account hereby jointly and severally waive and renounce the benefit of homestead and all other exemptions rights as against this indebtedness or any renewal or extension hereof; and further waive demand, protest, notice of protest, presentment for payment, notice of dishonor and all defenses on the ground of extension of time for payment hereof (except where prohibited by law). This credit application shall remain in full force and effect until RPC shall have received written notice of its cancellation from the applicant’s responsible person; provided however, no such cancellation shall have any effect or impact on any outstanding balance, or any credit that may be issued during the period within which RPC completes 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 service return receipt, properly signed by RPC, shall be evidence of the said receipt of such notice.

The above information is for the purposes of obtaining credit and is warranted to be true. I/We hereby authorize RPC to investigate the references listed pertaining too our credit and financial responsibility. **\*Note\*** - The undersigned individual who is either a principal or a partner of the credit applicant (s), a sole proprietor of the credit applicant, is the sole member of a limited liability company who is the credit applicant, or is an officer or director of the credit applicant (s), recognizes that his or her individual credit history may be a factor in the evaluation of the application for credit by the credit applicant for credit with Smitty Dog Enterprises, Inc. – Regal Paint Centers and hereby consents to and authorizes Smitty Dog Enterprises, Inc. – t/a Regal Paint Centers or its representative, obtaining and using a Consumer Credit Report on the undersigned from time-to-time as may be needed in the credit evaluation process.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

\_\_\_\_\_  
PRINT COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

## 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