



CREDIT APPLICATION AND AGREEMENT

2401 south 12TH street phoenix, az 85034-6601 phone 602-495-6000 fax 602-523-9675 www.bertspaint.com

Company's Legal Name _____

CREDIT Limit Requested: \$ _____ default limit is \$1,000.00 (Over \$ 3,000.00 requires Personal Guaranty)

Sales Rep Name: _____ (if none, write house)

On behalf of the Company above, I/WE make application to BERT'S PAINT INC. for credit/or to update and reconfirm our existing account and balances with BERT'S PAINT INC. Applicant(s) give their permission to BERT'S PAINT INC. to verify the all information stated herein. If credit is granted, I/WE promise to pay all bills rendered within 30 days of the date of the invoice unless otherwise agreed by BERT'S PAINT, INC.

Section I - Company Data

Billing Address: _____ Physical Address or Shop: _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Office Phone # (____) _____ Shop Phone # (____) _____

Delivery Instructions (if any): _____

Purchase Orders Required: _____ Authorized People to Order: Attach separate page with Name(s) and Title.

Job Name Required: _____ Accepts Back Orders: _____

A/P Contact Person _____ Phone (____) _____ Email: _____

AZ State Tax License # _____ (Submit: AZ Form 5000 and a copy of AZDOR Transaction Privilege Tax License*)

*These forms are required and failure to provide the forms may result in additional tax liability to the Company.

Section II - Default Agreement (Signature Required)

In the event payment is not made and this account is referred for collections, I/WE agree, on behalf of the Company, to pay cost of collection equal to a minimum amount of thirty- five percent of the principal amount. I/WE understand interest on any unpaid balance will be charged at the rate of 10% per annum or the maximum rate allowed by law, whichever is greater. I/WE promise to pay reasonable attorney fees and costs of collection whether or not a lawsuit is filed. In the event a lawsuit is filed, the parties agree that Maricopa County, AZ is the venue for litigation. I/WE understand that I/WE are waiving our rights to litigate outside of Maricopa County, AZ. We further covenant and agree, if a lawsuit is filed, that any court in Maricopa County, AZ retains both in rem and in personam jurisdiction over us and all our assets.

Signed _____ Print Name _____ Title _____ Date _____

Section III -PERSONAL GUARANTY

In consideration of Bert's Paint Inc. extending credit after the acceptance date hereunder for and on behalf of the Applicant, the undersigned hereby unconditionally and irrevocably, jointly and severally guarantee to Bert's Paint Inc. the full, prompt and complete payment of any and all indebtedness of Company at any time and from time to time, to Bert's Paint Inc. under the Agreement.

Owner/Guarantor Signature _____

Owner/Spouse Guarantor Signature _____

Print Name: _____

Print Name: _____

Personal Address: _____

Personal Address: _____

Date: _____

Date: _____