



www.regalpaint.com  
Fax: (561) 659-7256

**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 and sign in the proper places. 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!

**CREDIT APPLICATION**

*(PLEASE PRINT IN BLACK INK)*

DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_ WEBSITE: \_\_\_\_\_

BUSINESS TYPE: CORPORATION ( ) PARTNERSHIP ( ) SOLE PROPRIETOR ( ) LLC ( ) LP ( )

BUSINESS CATEGORY: (E.G. PAINTER, BUILDER, CABINET SHOP, ETC.) \_\_\_\_\_

ESTIMATED MONTHLY PURCHASES: \_\_\_\_\_ # OF EMPLOYEES: \_\_\_\_\_

FEDERAL TAX I.D. \_\_\_\_\_ TAX EMEMPT NUMBER, IF APPLICABLE: \_\_\_\_\_

PERSON RESPONSIBLE FOR PAYMENT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

IF INCORPORATED, IN WHAT STATE: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

PRINCIPAL BUSINESS BANK: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

BANK PHONE NUMBER: ( ) \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PLACE OF BUSINESS, DO YOU (PLEASE CHECK):  LEASE  RENT  OWN

DO YOU WORK FROM (PLEASE CHECK):  SHOP  HOME

DO YOU REQUIRE ANY OF THE FOLLOWING (PLEASE CHECK):  PO ON INVOICE  JOB NAME ON INVOICE

FIVE TRADE REFERENCES AND ADDRESSES:

FIRM                      ADDRESS                      CITY/STATE/ZIP                      PHONE                      FAX                      ACCOUNT #

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL OWNERS AND STOCKHOLDERS ARE:**

**PRESIDENT:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**SPOUSE'S NAME:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CELL PHONE NUMBER:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**SPOUSE'S NAME:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CELL PHONE NUMBER:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TREASURER:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**SPOUSE'S NAME:** \_\_\_\_\_ **SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CELL PHONE NUMBER:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**CREDIT TERMS**

- 1) The information as set forth above is furnished for the purpose of requesting Regal Decorating & Paint Center, Inc. (hereinafter called the Company) to grant and extend me/us credit for the purchase of merchandise on its open account terms. The undersigned acknowledge that this account is for commercial purposes and **not** for personal, household, or family purposes.
- 2) The undersigned hereby agree, jointly and severally, to pay any and all sums that may become payable under this account for merchandise and/or services sold to the applicant or to any person with apparent authority to utilize this account, unless notified to the contrary in writing by the applicant according to the terms of this Company and evidenced by certified mail receipt.
- 3) TERMS: Net on the 30<sup>th</sup> payable in full; all accounts not paid on the 30<sup>th</sup> automatically go on a COD basis until past due amount is paid in full. Past due accounts, 30 days or over, shall be subject to a late charge and shall accrue interest at the highest rate allowed by law
- 4) The Company reserves the right to send "**Notice to Owners**" on all our customers. Please be advised this does not reflect in any manner whatsoever our customer's honesty, integrity or manner of payment to our company.
- 5) It is further understood and agreed that in the event it becomes necessary for the Company to engage the services of any agency and/or attorney to collect payment for merchandise sold hereon or settle any controversy, the Applicant will pay all costs of such action including, but not limited to, reasonable attorney fees up to 33 1/3% of outstanding balance and out-of-pocket costs incurred in arbitration proceedings, pre-judgment and post-judgment collection actions, including appellate fees and costs. The Company reserves the right, as its option, to institute arbitration proceedings to settle any controversy or claim for merchandise sold hereon in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect. Any litigation or arbitration arising out of this agreement may be brought in Palm Beach County, Florida at the election of the Company and the laws of the State of Florida shall govern.
- 6) The signatory herein agrees to notify the Company by certified mail of any changes of ownership and/or majority of the stock of the Applicant and further agrees to be liable for all purchases should Applicant fail to comply with said notification. In the event this agreement is executed by more than one person, then, in such event the liabilities and obligations of the signatory shall be joint several and the relative words herein shall read as if written in the plural.
- 7) The individual who signs this agreement, corporate personnel, or otherwise, accepts full responsibility for payment of all monies due under the terms of this agreement.
- 8) All oral or written agreements, statements or representations made by or on behalf of the Company are expressed or superceded by this agreement. This agreement contains in writing and print the entire agreement between the parties thereto. Facsimile copy of this document will have the same force and effect of the original document.
- 9) All discrepancies, shortages, or requests for missing invoices will be made within seven days of the statement or invoice date.
- 10) All returns or claims will be made as follows: to the selling store manager and all returns must be in writing, with original invoice date and invoice number, accompanied by a reason, signature of company person, and the signature of the person receiving merchandise should be obtained.
- 11) Delivery of the goods by the company to the carrier at the shipping point shall constitute delivery to the applicant. Title to the goods shall not pass to the applicant until the applicant has fully paid for the goods.
- 12) Applicant shall at all time do whatever is necessary to protect and preserve the goods in his possession.
- 13) I do personally agree to pay the current posted service charges for any check or draft received for payment of goods and/or services if it is returned by the bank for any reason. I also agree to pay all collection fees, attorney fees, court costs and filing fees incurred as the result of collecting the check or draft should they be necessary.

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 the 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 Regal Decorating & Paint Center, Inc. and hereby consents to and authorizes Regal Decorating & Paint Center, Inc. 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.

MUST BE SIGNED BY  
OFFICER OF THE  
COMPANY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**INDIVIDUAL GUARANTY**

As an inducement to Regal Decorating & Paint Center, Inc. (hereinafter called the Company) for the extension of credit to: The Applicant Named in This Credit Application (hereinafter called the Applicant) 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, guaranty 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 guaranty shall apply to and guaranty any ultimate balance, which shall remain due to the Company and shall be considered a continuing guaranty of any and all liabilities of the Applicant to the Company. This is a Guaranty of payment and not merely a Guaranty of collection.

And we and each of us, jointly and severally, for ourselves and each of our successors, assigns and personal representatives, do hereby, jointly and severally, personally guarantee to the Company of any obligation of the Applicant, and we and each of us, hereby agree to bind ourselves, jointly and severally, to pay on demand any sum which may become due to the Company by the Applicant whenever the Applicant shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable indemnity for such indebtedness of the Applicant. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. It is further understood that in the event it becomes necessary for the Company to engage the services of any agency, or an attorney to collect payment for the merchandise sold hereon, the Applicant will pay all collection costs, including reasonable attorney's fees up to 33 1/3% of the outstanding balance and out-of-pocket costs, incurred in both pre-judgment and post-judgment collection actions, including appellate fees and costs. Any litigation arising out of this agreement may be brought in Palm Beach County, at the election of the Company and the laws of the State of Florida shall govern. The Company reserves the right to institute arbitration proceedings to settle any controversy or claim in accordance with the provisions of Article 5 of the Terms previously recited above. 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 guaranty, and hereby consents to and authorizes Regal Decorating & Paint Center, Inc. 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.

This guaranty shall remain in full force and effect until the Company shall have received at its corporate office located at 2740 South Dixie Highway, West Palm Beach, FL 33405 written notice to make no further advance on the security of the guaranty. A certified mail receipt for such letter shall be conclusive evidence of the receipt of said notice.

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

Print Name	Print Name
Signature	Signature
Social Security Number	Social Security Number
Date	Date
Witness #1 Printed Name	Witness #2 Printed Name
Witness #1 Signature	Witness #2 Signature

Those signing checks for payment:

Name: _____	Driver's License Number: _____
Name: _____	Driver's License Number: _____
Name: _____	Driver's License Number: _____