



UPON COMPLETION FORWARD TO:

CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT

BILLING INFORMATION (Information in this section is Mandatory)								
BUSINESS NAME				<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TAXABLE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> NON-TAXABLE <small>(ATTACH CERTIFICATE OF EXEMPTION)</small> <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> OTHER				
BILLING ADDRESS								
CITY	STATE	ZIP CODE	OFFICE NUMBER ()					CELL NUMBER ()
FAX NUMBER ()	EMAIL ADDRESS							
TYPE OF BUSINESS	YEARS IN BUSINESS	# OF EMPLOYEES	CONTRACTORS LICENSE NO.					

COMPLETE THIS SECTION IF SOLE OWNER									
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE	
HOME ADDRESS				CITY	STATE	ZIP CODE	HOW LONG AT THIS ADDRESS		
HOME PHONE NUMBER ()		FAX NUMBER ()		CELL NUMBER ()		EMAIL ADDRESS			
ARE YOU... <input type="checkbox"/> SELF EMPLOYED <input type="checkbox"/> EMPLOYED	NAME OF BUSINESS OR EMPLOYER			ADDRESS		CITY	STATE	ZIP CODE	
ARE YOU BONDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF "YES", WITH WHOM?			ADDRESS		CITY	STATE	ZIP CODE	
SPOUSE LAST NAME		SPOUSE FIRST NAME		SPOUSE MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE	
NAME OF NEAREST RELATIVE	LAST NAME		FIRST NAME		HOME NUMBER ()		MOBILE NUMBER ()		RELATIONSHIP
ADDRESS				CITY	STATE	ZIP CODE			

COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC								
FULL NAME OF CORPORATE MEMBERS, MANAGERS, OFFICERS OR PARTNERS								
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
ADDRESS				CITY	STATE	ZIP CODE	FEDERAL TAX ID NO.	STATE INCORPORATED IN
BUSINESS NUMBER ()		HOME NUMBER ()		FAX NUMBER ()		CELL NUMBER ()		EMAIL ADDRESS
LAST NAME		FIRST NAME		MIDDLE NAME		LAST 4 DIGITS OF SSN	DRIVERS LICENSE NO.	STATE
ADDRESS				CITY	STATE	ZIP CODE	FEDERAL TAX ID NO.	STATE INCORPORATED IN
BUSINESS NUMBER ()		HOME NUMBER ()		FAX NUMBER ()		CELLULAR NUMBER ()		EMAIL ADDRESS

BANK REFERENCES										
BUSINESS ACCOUNT										
BANK NAME / BRANCH #		ACCOUNT NUMBER		PHONE NUMBER ()		ADDRESS		CITY	STATE	ZIP CODE
PERSONAL ACCOUNT (CHECKING)										
BANK NAME / BRANCH #		ACCOUNT NUMBER		PHONE NUMBER ()		ADDRESS		CITY	STATE	ZIP CODE
PERSONAL ACCOUNT (SAVINGS)										
BANK NAME / BRANCH #		ACCOUNT NUMBER		PHONE NUMBER ()		ADDRESS		CITY	STATE	ZIP CODE

TRADE REFERENCES/PRIMARY SUPPLIERS

NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE
NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE
NAME	PHONE NUMBER ()	ADDRESS	CITY	STATE	ZIP CODE

LIST PERSONS AUTHORIZED TO USE YOUR ACCOUNT BELOW:

FULL NAME	FULL NAME	FULL NAME
FULL NAME	FULL NAME	FULL NAME
FULL NAME	FULL NAME	FULL NAME

ARE PURCHASE ORDERS OR JOB NAMES REQUIRED ON ALL ORDERS? YES NO

WHAT ARE YOUR OVERALL ANNUAL PAINT PURCHASES? \$

WHO IS YOUR CURRENT SUPPLIER?

Kelly-Moore Paint Company, Inc. Credit Application Terms and Conditions

It is agreed by the Applicant and Kelly-Moore Paint Company, Inc. ("KM") and its subsidiaries that any sales or extension of credit by KM to Applicant shall be subject to the following terms and conditions.

1. Payment terms are 1% 15th Net 30. All invoices are subject to interest at the rate of one and one-half percent (1.5%) per month on all past due balances.
2. The Applicant shall pay for all costs and expenses of collection of amounts due under this Agreement, including reasonable attorneys' fees, court costs and expert and consultants' fees.
3. All sales under this Agreement are subject to Kelly-Moore's standard return policy, which may be changed from time to time without notice in the sole discretion of Kelly-Moore. All sales are FOB KM store location unless otherwise agree to in writing by KM. Applicant shall be deemed to have accepted products provided by KM unless KM is notified, in writing, of rejection within ten (10) days after delivery of the affected product(s).
4. The Federal Equal Credit Opportunity Act ("ECOA") prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capability to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.
5. This Agreement shall be deemed accepted and performed in San Mateo County, CA, USA. The parties hereto agree that any disputes under this Agreement shall be governed by California Law and exclusively submitted to the courts of San Mateo County, CA for adjudication.
6. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship, represents and warrants that he/she is authorized to enter into this credit application on behalf of credit applicant and recognizes that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of his/her consumer credit report to the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.
7. KM shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of applicant or third parties, whether negligent or otherwise. In no event shall KM's liability for any cause of action for any matter arising out of this credit application or KM's sale of goods to applicant whatsoever exceed the cost of the product giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence and strict liability) or otherwise. In no event shall KM be liable for any special, incidental, consequential, exemplary, punitive or other such indirect damages (including, without limitation, loss of revenues, profits or opportunities) whether arising out of or as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise.
8. Express warranties, if any, provided with products sold by KM shall be as set forth in the associated product documentation. KM specifically disclaims any and all other implied warranties, including warranties of merchantability and fitness for a particular purpose, none of which shall apply to the sale of KM's products.
9. Applicant agrees to immediately notify KM of any change in ownership, address, authorized purchaser(s) or form of said applicant in writing. This Agreement shall remain in force until the account is paid in full and written notice of termination of this Agreement is received by KM.
10. KM reserves the right to terminate this Agreement at any time, with or without notice, for any reason, in its sole discretion.
11. THE APPLICANT, THE GUARANTOR(S), AND ANY OTHER PERSON SIGNING THIS AGREEMENT, EACH REPRESENT AND WARRANT THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT IN ALL RESPECTS.

_____ PRINT NAME HERE	_____ TITLE	_____ PRINT NAME HERE	_____ TITLE
_____ AUTHORIZED SIGNATURE	_____ DATE	_____ AUTHORIZED SIGNATURE	_____ DATE

PERSONAL GUARANTEE:

I PERSONALLY GUARANTEE PAYMENT OF ANY AND ALL INDEBTEDNESS OF THE ABOVE ACCOUNT AND AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

_____ AUTHORIZED SIGNATURE	_____ DATE	_____ AUTHORIZED SIGNATURE	_____ DATE
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FOR OFFICE USE ONLY

_____ SALES REPRESENTATIVE SIGNATURE	_____ DATE	_____ TERRITORY #
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