



W.W. CLYDE & CO.*
(801) 802-6800

For Office Use Only

Approved:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Account #:	_____	
Available Credit:	_____	
Approved By:	_____	
Date Approved:	_____	
Salesman:	_____	
Credit Code:	_____	
Base Price:	_____	

CREDIT APPLICATION AND CONDITIONS OF MATERIAL SALES AND CONTRACT SERVICES

Complete This Section If Contractor or Business

NAME OF BUSINESS/PURCHASER		CHECK APPROPRIATE BOX <input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC	
BUSINESS ADDRESS		BILLING ADDRESS (IF DIFFERENT)	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
OFFICE TELEPHONE	MOBILE TELEPHONE	FAX TELEPHONE	HOME TELEPHONE
EMAIL ADDRESS			I AGREE TO RECEIVE INVOICES AND STATEMENTS VIA EMAIL <input type="checkbox"/> YES
OWNER / OFFICER NAME		TITLE	SOCIAL SECURITY NUMBER
OWNER / OFFICER NAME		TITLE	SOCIAL SECURITY NUMBER
CONTRACTORS LICENSE #			DO YOU REQUEST A P.O. # ON INVOICES <input type="checkbox"/> YES <input type="checkbox"/> NO
CONTACT PERSON FOR ACCOUNT PAYMENT			TELEPHONE NUMBER & EXT.

Business References

CREDIT AND TRADE REFERENCES			
NAME	CONTACT EMAIL ADDRESS	TELEPHONE #	ACCOUNT #
1 _____			
2 _____			
3 _____			

BANK REFERENCE	CITY & STATE	ACCOUNT TYPE	TELEPHONE #	ACCOUNT #
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Complete This Section Only If Owner Builder

NAME OF OWNER BUILDER/PURCHASER		HOME TELEPHONE	MOBILE TELEPHONE
HOME ADDRESS		BILLING ADDRESS (IF DIFFERENT)	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
SOCIAL SECURITY NUMBER	EMAIL ADDRESS	I AGREE TO RECEIVE INVOICES AND STATEMENTS VIA EMAIL <input type="checkbox"/> YES	
BANK REFERENCE	CITY & STATE	ACCOUNT TYPE	TELEPHONE #
			ACCOUNT #

Project Information

PROPERTY OWNER	STREET ADDRESS	LOT #	FINANCED BY
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Credit Application and Conditions of Material Sales and Contract Services must be signed and dated on reverse side by Purchaser or Authorized Agent.

* Wholly-Owned Subsidiary of Clyde Companies, Inc.



TERMS and CONDITIONS

In consideration for W.W. Clyde & Co. ("WWC") to extend credit or provide services in connection with the purchase of materials, supplies and/or services provided under Contract Proposal/Agreement with WWC, the Purchaser stipulates and agrees to be bound by all terms, provisions and elements of this Agreement, which are:

- A. By state law, WWC will bill for sales tax until an exemption certificate is received. IF SALES ARE TAX EXEMPT, PLEASE ATTACH CERTIFICATE.
- B. The approval of credit and the credit availability are determined at the sole discretion of WWC individually, and may be terminated at any time by WWC with or without prior notice. The approval or termination of credit by one Clyde Companies Inc. subsidiary does not guarantee/require the approval or termination of credit by another subsidiary.
- C. WWC is entitled to restrict the Purchaser's purchases to the amount of the available credit offered; however, the Purchaser and any guarantor(s) shall be liable for the full amount due regardless of whether those amounts exceed the amount of the available credit.
- D. Payment in full is due 30 days from the date of invoice. All payments are payable to W.W. Clyde & Co. at PO Box 2355, Orem, Utah 84059, or at any other location determined at the sole discretion of WWC.
- E. Balances not paid in full when due will incur **FINANCE CHARGES** at the rate of **1½% per month, which is 18.0% ANNUAL PERCENTAGE RATE**. Finance charges accrue and are charged on all invoice amounts not paid by the end of the accounting period in which they were due, both before and after judgment and continuing each month until paid in full.
- F. If the Purchaser defaults against these terms, Purchaser is liable to pay all costs of collection, including court costs and reasonable attorney fees, whether or not suit is actually filed. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah; at the option of WWC.
- G. At the sole option of WWC, any and all disputes, claims and controversies arising out of this Agreement or any transactions resulting between the parties hereto, shall be subject to and resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association.
- H. Construction Lien filing fee is a minimum of \$250.00 for each individual property liened and will be charged to and paid by Purchaser as a cost of collection.
- I. Purchaser agrees and acknowledges that any defects, errors, or disputes of any nature pertaining to the accuracy or validity of invoices and/or monthly billing statements, including, but not limited to, disputes as to the authority of the individual signing the delivery ticket to charge upon Purchaser's account(s), or the authority of the individual signing a Contract Proposal/Agreement; disputes as to the amount charged, materials invoiced or services provided; disputes as to the location to which materials are to be delivered; and disputes as to the application of payments upon the account(s)/contract(s) are waived by Purchaser unless Purchaser notifies WWC of the same in writing within 15 days of Purchaser's receipt of such invoices and/or statements. Purchaser shall be deemed to have received an invoice at the time Purchaser received the monthly statement reflecting that invoice. Purchaser shall be deemed to have received a monthly billing statement on the 3rd day after it is placed in the U.S. Mail by WWC, or immediately if sent via email.
- J. WWC hereby requires that Purchaser shall designate the contract(s) or invoice(s) to which each payment made is to be applied. This requirement is ongoing and applies to each payment received. If Purchaser fails to comply with this requirement with specific designation instructions, Purchaser agrees that WWC is authorized to apply all undesignated payments at the sole discretion of WWC.
- K. It is the Purchaser's obligation to notify WWC in writing and by certified mail of any change to any of the information provided by Purchaser in the Credit Application and Conditions of Material Sales and Contract Services to which this Agreement corresponds. Until and unless such written notice is addressed to and received by W.W. Clyde & Co. at 869 N 1500 W, Orem, UT 84057, the parties and entities named in the Credit Application and Conditions of Material Sales and Contract Services shall remain liable to WWC upon the account and/or contract(s) and under the terms set forth herein.

The information submitted on this application is for the purpose of obtaining credit and is warranted to be true. I agree to the stated terms of this Agreement and agree that this Agreement shall be relied upon for any and all material purchases and/or for any and all services provided under Contract Proposal/Agreement. I hereby authorize WWC and its authorized agent(s) to investigate and employ any credit information bureau service and/or investigative agency and/or any other persons pertaining to my credit and financial responsibility, and I further authorize and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy, scan, digital or fax copy shall be given the same effect as the original. The undersigned personally and as an individual hereby knowingly consents to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

I certify that I am the Purchaser or the authorized agent of the Purchaser and that I have authority to bind the Purchaser to the terms of this Agreement. By signing this Agreement the Purchaser acknowledges receipt of a copy hereto.

Dated the _____ day of _____, _____

 (Company Name)

By: _____
 (Purchaser - Corporate Officer or Owner Builder)

 (Block Print Signer's Name)
 Title: _____
 (Business Only)

Personal and Continuing GUARANTEE TO WWC:

In consideration of the extension of credit to the above named Purchaser and in connection with the purchase of materials, supplies and/or services provided under Contract Proposal/Agreement, the undersigned, as guarantor, hereby personally and individually guarantees to WWC that the above named Purchaser will fully and promptly perform its present and future obligations to WWC. In the event of default, the guarantor agrees to pay all balances due, as well as finance charges, reasonable attorney's fees and costs incurred in due course of any collection action taken as outlined in the Agreement above.

This guarantee shall be enforceable without first resorting to, or exhausting any remedies against Purchaser or any other party. Notice of acceptance of this guarantee is waived as well as notice of default in the event that Purchaser fails to satisfy any indebtedness covered by this guarantee. This guarantee may be cancelled by the undersigned at any time upon the receipt of written notice by Certified US Mail addressed to W.W. Clyde & Co. at 869 N 1500 W, Orem, Utah 84057. Cancellation may/will result in immediate default of the Agreement terms and immediate breach of any Contract Proposal/Agreement, with WWC having the right to terminate at its sole discretion, and all debts incurred prior to receipt of cancellation shall be due and payable in full prior to release of guarantee.

The undersigned authorizes WWC, or its Agents to secure a credit report and agree(s) to the release of credit information. This guarantee and authorization shall be continuing without expiration and a photocopy, scan, digital or fax copy shall be given the same effect as the original. The undersigned personally and as (an) individual(s) hereby knowingly consent(s) to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

Signed _____ Date _____
 (Guarantor)

 (Block Print Signer's Name)

 (Social Security Number)

 (Address)

Signed _____ Date _____
 (Guarantor)

 (Block Print Signer's Name)

 (Social Security Number)

 (Address)