

**ACCOUNT APPLICATION**



TERRITORY \_\_\_\_\_

1102 7TH. STREET, NISKU, AB T9E8A8, CANADA PHONE: (780) 955-5510 FAX: (780) 955-5538

**FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATIONS OR UPDATING CREDIT INFORMATION, THE FOLLOWING IS PROVIDED:**

APPLICANT'S BUSINESS NAME				PHONE ( ) ( )	
				FAX ( ) ( )	
STREET ADDRESS		CITY		STATE	ZIP
MAILING ADDRESS		CITY		STATE	ZIP
<b>TYPE OF BUSINESS:</b> <input type="checkbox"/> Agriculture <input type="checkbox"/> Contractor/Mechanical <input type="checkbox"/> HVAC <input type="checkbox"/> Contractor/General <input type="checkbox"/> Contractor/Piping <input type="checkbox"/> Waterworks <input type="checkbox"/> Govt/Institutions <input type="checkbox"/> Fabricator <input type="checkbox"/> Irrigation <b>Driller:</b> <input type="checkbox"/> Water <input type="checkbox"/> Supplier/Wholesaler <input type="checkbox"/> MFR <input type="checkbox"/> Oil					DATE BUSINESS STARTED / /
NAME OF CONTRACTOR LICENSE HOLDER		CONTRACTOR LICENSE NUMBER	TYPE OF LICENSE	EXPIRATION DATE	BONDING COMPANY
<b>CHECK ONE:</b> <input type="checkbox"/> LLC (List Members) <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership (List Partners) <input type="checkbox"/> Corporation (List Officers)			If a corporation or LLC, under what state? _____ Date of Formation _____ Date Incorporated _____ Federal Tax No. _____		

PRINCIPAL'S INFORMATION			
PRINCIPAL'S NAME (Please Type or Print) <b>1</b> _____ Title _____	HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent	HOME PHONE ( ) ( )	DRIVER'S LICENSE NO.
	STREET ADDRESS	SOCIAL SECURITY NO.	MARITAL STATUS
	CITY STATE ZIP	DATE OF BIRTH / /	SPOUSE'S NAME
PRINCIPAL'S NAME (Please Type or Print) <b>2</b> _____ Title _____	HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent	HOME PHONE ( ) ( )	DRIVER'S LICENSE NO.
	STREET ADDRESS	SOCIAL SECURITY NO.	MARITAL STATUS
	CITY STATE ZIP	DATE OF BIRTH / /	SPOUSE'S NAME
PRINCIPAL'S NAME (Please Type or Print) <b>3</b> _____ Title _____	HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent	HOME PHONE ( ) ( )	DRIVER'S LICENSE NO.
	STREET ADDRESS	SOCIAL SECURITY NO.	MARITAL STATUS
	CITY STATE ZIP	DATE OF BIRTH / /	SPOUSE'S NAME

Are products purchased for resale?     Yes     No    If y es, please attach resale card.    Resale # \_\_\_\_\_

Have you ever applied for or been extended credit at Kelly?     Yes     No    If yes, under what name? \_\_\_\_\_

Has any principal of your company filed bankruptcy?     Yes     No    If yes, please explain. \_\_\_\_\_

Has this company or predecessor company ever filed bankruptcy?     Yes     No    If yes, please explain.    Date / /

<b>PURCHASES</b>	What are your average monthly purchases of materials from all sources of supply? \$ _____	What is your estimate of monthly purchases from Kelly? \$ _____	If a contractor, do you buy material on a job basis? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you supply information for preliminary job notices? <input type="checkbox"/> Yes <input type="checkbox"/> No	Number of invoices required? _____
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<b>CREDIT REFERENCES</b>	<b>1</b>	NAME	PHONE ( ) ( )	FAX ( ) ( )
		STREET	CITY	STATE ZIP
	<b>2</b>	NAME	PHONE ( ) ( )	FAX ( ) ( )
		STREET	CITY	STATE ZIP
	<b>3</b>	NAME	PHONE ( ) ( )	FAX ( ) ( )
		STREET	CITY	STATE ZIP
	<b>4</b>	NAME	PHONE ( ) ( )	FAX ( ) ( )
		STREET	CITY	STATE ZIP

NAME OF BANK ①			PHONE ( )
BRANCH ADDRESS	COMMERCIAL ACCOUNT #	LOAN ACCOUNT #	PERSONAL ACCOUNT #
NAME OF BANK ②			PHONE ( )
BRANCH ADDRESS	COMMERCIAL ACCOUNT #	LOAN ACCOUNT #	PERSONAL ACCOUNT #

# Kelly Pipe Canada ULC

**CREDIT AGREEMENT:** All goods sold to Applicant are sold and purchased pursuant to the terms and conditions set forth on this application and on Kelly's printed invoices. In the event of a conflict between Kelly's terms and conditions and any terms in Applicant's purchase order or other documents, Kelly objects to Applicant's terms and Kelly's terms shall be controlling. It is specifically agreed that any past due balance shall be paid by applicant or by Guarantor(s) at Kelly's Corporate Credit Dept., 11680 Bloomfield Ave., Santa Fe Springs, CA 90670.

**PERSONAL GUARANTY:** I/We sign this Credit Application and Credit Agreement on behalf of Applicant, and, as an individual(s), jointly and severally, personally guaranty payment of all present and future indebtedness of Applicant to Kelly and waive all notices from Kelly and waive the right to require Kelly to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by: any extension of time; by any other modification, substitution, settlement, supplement or compromise granted to Applicant; by any change in the legal form of ownership of Applicant; or, by any change whatsoever in the business relationship between Kelly and Applicant including but not limited to any change in credit terms, amount of credit, or amount of service charges on past due accounts; or by the transfer of new or additional security by Applicant or by the undersigned to Kelly Liability under this Guaranty shall not be released or terminated by Kelly's failure to exercise diligence in enforcing its rights against Applicant or against the undersigned. This is an absolute and continuing Guaranty.

**CERTIFICATION AND NOTICES:** I/We certify that everything stated on this application, and/or attachment is true to the best of my/our knowledge. All goods invoiced to Applicant by Kelly shall be sold in reliance upon the information contained in, or attached to the document. The liability created by this document can be limited or terminated (by Applicant or Guarantor) only by a clear written notice sent by certified, return receipt mail, addressed to: Kelly Pipe Co., LLC Attention: Corp Credit, 11680 Bloomfield Ave., Santa Fe Springs, CA 90670. Applicant specifically authorizes any of its suppliers and/or banks to disclose to Kelly and credit information regarding Application as may be requested by Kelly.

**PAST DUE ACCOUNTS:** Any action to collect past due balances or to enforce the Personal Guaranty, may be filed in the Los Angeles Municipal Court, the Los Angeles Superior Court or the Federal District Court in Los Angeles. In the event of a default in payment of Applicant's account with Kelly, Kelly may institute legal action to enforce mechanic's lien, stop notice, or joint-check agreement rights with respect to goods sold by Kelly to Applicant; and, add to Applicant's account all fees and costs incurred as a result of such legal action. Such costs and fees may be added to Applicant's account either during the litigation or at the conclusion of the litigation. Furthermore, in the event of a default in payment of Applicant's account with Kelly, Kelly shall also be entitled to: (i) service charges in the amount of 1-1/2% per month on past due balances and (ii) in the event of suit against Applicant, Applicant and Guarantor agree to pay the full amount of Kelly's actual attorney fees, plus other normal litigation costs; or (iii) in the event of assignment to collection agency debtor will pay actual collection fees charged by collection agency to Kelly.

This document may be executed and transmitted to Kelly by facsimile machine and the facsimile transmission to Kelly shall be deemed an original and shall be binding upon the undersigned upon its receipt by Kelly.

NAME (PLEASE PRINT)	NAME (PLEASE PRINT)
SIGNATURE	SIGNATURE
DATE	DATE

**THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.**

➡ PLEASE FAX YOUR COMPLETED APPLICATION TO THE LOCATION WHERE YOU WANT TO PURCHASE, SEE BELOW.

➡ PLEASE MAIL ORIGINAL TO **Kelly Pipe Canada ULC**

11680 BLOOMFIELD AVENUE • P.O. BOX 2827  
SANTA FE SPRINGS, CA 90670  
www.kellypipe.com

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