



1592 North Main Street
Layton, UT 84041
(801) 773-4422
(801) 773-5353 FAX

1945 W Commerce Way
West Haven, UT 84401
(801) 732-2897
(801) 732-2898 FAX

2222 North Highway 89
Harrisville, UT 84414
(801) 786-1519
(801) 786-1520 FAX

New Account Application

Applicant Name: _____ SSN or EIN _____

Business Name (If Applicable) _____

Address: _____

Building Lot or Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: (____) _____ Work Phone: (____) _____ Fax Number: (____) _____

E-Mail Address: _____

Person(s) Authorized to Use Account: _____

Credit References (Three Required)

Trade Reference: _____ Acct #: _____

Phone Number: (____) _____ Office Notes: _____

Trade Reference: _____ Acct #: _____

Phone Number: (____) _____ Office Notes: _____

Trade Reference: _____ Acct #: _____

Phone Number: (____) _____ Office Notes: _____

PAYMENT IS DUE ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE PURCHASE
Our accounts are billed on the 25th of each month. In order for your account to remain in good standing, payment is required by the 10th. A service charge of 1 1/2% will be added on all past due accounts (annual rate of 18%). Customer agrees to pay reasonable attorney's fees and all other costs of collection after default. I, the undersigned, have read these terms and agree to them.

Applicant's Signature: _____

Date: _____
Account # _____

Approved _____
Declined _____



OPEN ACCOUNT AGREEMENT

In consideration of Durk's Plumbing Supply Inc. (herein referred to as "Durk's") extending credit to Customer, Customer agrees to all of the terms on the Disclosure Statement and Agreement to Account Terms and further agrees as follows:

Customer agrees to pay for all items delivered to or at the request by Durk's on the 10th day of the month following the purchase. All accounts are due and payable at 1592 N. Main, Layton Utah, 84041.

Customer acknowledges that a monthly service charge of 1.5% per month, 18% per year percentage rate, shall be assessed on all sums due to Durk's, which have not been paid by the 25th of the month following purchase. Customer agrees to promptly pay any service charge, which may become due. The service charge will be due and payable on the last day of month following the month of original purchase, and an additional service charge computed on the same basis will be due and payable every at the end of every month thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges.

Customer agrees to pay all costs of collection including Durk's attorney fees and costs.

Customer acknowledges financial responsibility and willingness to pay for all goods and services purchased. Customer hereby grants a security interest to Durk's in the goods purchased set forth in invoices until Customer's account and service charges are paid in full.

Customer agrees that terms on "Customer's Purchase Order" do not become a part of "Open Account Agreement" with Durk's.

Customer authorizes Durk's to obtain credit and financial information concerning Customer at any time from any source.

Customer warrants that this agreement has been carefully read, and that Customer understands the same and agrees to the terms hereof.

Name of Customer Signature Title Date

CONTINUING PERSONAL GUARANTY

In consideration of Durk's extending credit, the undersigned Guarantor jointly, severally, and unconditionally guarantees and promises to pay Durk's on demand any and all indebtedness of the customer to Durk's. This is a continuing guaranty, and the obligations created hereby are unaffected by any changes in the terms of the original indebtedness between Customer and Durk's save that of payment.

Guarantor agrees to the terms of the Disclosure Statement and Agreement to Account Terms and the Open Account Agreement and further agrees as follows:

Guarantor waives all notices and demands of any kind and hereby consents to any other agreement and arrangement whatsoever between Customer and Durk's including, without limitation, agreements for payment extension, subordination, discharge, or release of the whole or any part of the indebtedness.

Guarantor agrees that Durk's may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed, and that Durk's may release one or more guarantors or sureties without discharging or releasing in any manner the liability of Guarantor hereunder.

Guarantor agrees to pay all costs of collection, including Durk's attorney's fees and costs.

This guarantee shall continue in force until notice in writing of termination sent by registered or certified return receipt requested mail is received by Durk's. This notice must specify the date on which the guaranty is to be terminated, said date not to be less than seven days after the described notice is received. A termination notice shall not affect transactions with Customer entered into prior to the termination date.

Guarantor hereby authorizes Durk's to secure a credit report and agrees to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax shall be given the same effect as the original.

Guarantor warrants that this Agreement has been carefully read, and that Guarantor understands the same and agrees to the terms thereof.

Guarantor Signature Birth Date Address (Print Name)

Guarantor Signature Birth Date Address (Print Name)



DISCLOSURE STATEMENT AND AGREEMENT TO ACCOUNT TERMS

This is an agreement and disclosure statement between customer and Durk's Plumbing Supply, Inc. ("Durk's"). The words "you" and "your" refer to and mean the Customer and any guarantors. The words "we" and "us" and "our" refer to and mean Durk's. By your signature hereon, you agree to be bound by all terms and conditions set forth below.

- 1. PROMISE TO PAY Under this agreement, you may purchase goods or services from us on a charge account, but you agree and promise to pay us for all such goods or services on your account, plus any finance charges or other amounts which may become due.
2. MONTHLY STATEMENT Each month we will send you a statement showing any purchases made on your account during that billing period, payments applied to your account, and your current account balance.
3. PAYMENT DATE You agree to pay for all items delivered to or at your request by Durk's on or before the 10th day of the month following the purchase. All accounts are due and payable at 1592 North Main, Layton, Utah 84041.
4. TERMS AND CONDITIONS You acknowledge that a monthly service charge of 1.5% per month (18% per annum) shall be assessed on all sums due to Durk's which have not been paid by the 25th of the month following purchase. You agree to promptly pay any service charge, which may become due. This service charge will be due and payable on the last day of the month after the month of original purchase, and an additional service charge, computed on the same basis will be due and payable at the end of every month thereafter. Waiver of one or more service charges shall not be deemed a waiver of our entitlement to collect future service charges.
5. RETURNED MERCHANDISE Merchandise returned for credit must be accompanied by original purchase invoice. Cash refunds will be made for cash sales only.
6. CHANGE IN TERMS By signature hereon or on the continuing personal guaranty or by your acceptance of goods or services, you agree that we may modify the terms and conditions of the agreement according to the applicable law. You understand that these changes may include, but are not limited to, any change in FINANCE CHARGES. Notice of such changes will be mailed to you at the address used by us for sending you your monthly statements.
7. COLLECTION COSTS If we are forced to take collection action on your account, you agree to pay all of our costs of collection, including, but not limited to any attorneys' fees and court costs.
8. RETURNED CHECK CHARGE If any check sent by you in payment for your account is not honored, a \$20 returned check charge, will be charged to your account.
9. BILLING ERROR STATEMENT If you feel there is an error in your monthly statement, you agree to let us know in writing within 14 days of receipt of your monthly statement.
10. CREDIT INFORMATION You authorize Durk's to obtain credit and financial information concerning you at anytime from any source.
11. FACSIMILE AND COUNTERPARTS This agreement may be signed in any number of counterparts, each, of which, shall deem an original and the counterparts together shall constitute one and the same instrument. Signatures shown by facsimile shall be the same as if original.
12. CONTROLLING LAW This agreement shall be governed, constituted, interpreted, and enforced in accordance with the laws of the State of Utah, the courts of which shall have exclusive jurisdiction over any dispute between you and Durk's.
13. CUSTOMER PURCHASE ORDER If a written purchase order is required, please indicate this below. To the extent terms, if any, on your purchase order conflict with the terms of this agreement, it is understood that the terms of this agreement control and supersede any inconsistent provisions of your purchase order.

IS A WRITTEN PURCHASE ORDER REQUIRED FOR RELEASE OR MERCHANDISE?
YES ___ NO ___

PERSONS AUTHORIZED TO CHARGE:

Two horizontal lines for signature.

Customer has carefully read this Open Account Agreement, understands the same, and agrees to the terms thereof.

Name of Customer (Print Name) Signature Title Date