



OLD HICKORY CLAY COMPANY

P O BOX 66
 HICKORY KY 42051-0066
 PHONE: 270/247-3042
 FAX: 270/247-1842
 www.oldhickoryclay.com

Credit Application and Agreement

A. APPLICANT

Legal Business Name: _____
 (List all Trade Names, DBA's; Divisions or Subsidiaries)

Street Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Person to contact about Account: _____ Amount of Credit Requested: \$ _____

Type of Business _____ How Long in Business _____

B. BUSINESS INFORMATION

Sole Proprietorship Owner _____ SS# _____

Partnership Partner _____ SS# _____

Partner _____ SS# _____

Corporation/LLC President/Member _____ SS# _____

Vice President/Member _____ SS# _____

Secretary/Member _____ SS# _____

Treasurer/Member _____ SS# _____

Federal Tax No. (if applicable) _____ Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Acct. No. _____ Type of Acct. _____

Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

D. TRADE REFERENCES (Please fill out 3 references)

| <u>Name</u> | <u>Contact</u> | <u>Address</u> | <u>Phone#</u> |
|-------------|----------------|----------------|---------------|
| 1. _____ | | | |
| 2. _____ | | | |
| 3. _____ | | | |

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Old Hickory Clay Company to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due within thirty days of invoice date or as indicated on the printed invoice. A service charge of one and one half percent (1 ½% per month), or (18% per annum) or the highest legal rate, which ever is less may be assessed on delinquent invoices.

VENUE: All amounts due for purchases from Old Hickory Clay Company are payable at P O Box 66, Hickory, Ky 42051. It is further agreed that this agreement is entered into in the state of Kentucky and is governed by the laws of the state of Kentucky.

CHANGE OF OWNERSHIP: I/We understand that we must notify Old Hickory Clay Company in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Firm Name _____

By: _____ Title _____

By: _____ Title _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or 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 a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print Name

Sign Name

Date

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.