

**Thank you for your interest in becoming a Martin Door Dealer.  
We invite you to complete the following steps.**

1. Fill out the attached Credit Application and Dealer Agreement.
2. Contact your insurance agent to obtain a copy of your liability insurance certificate. Martin Door should be listed as the certificate holder with the additional insured box checked.
3. Send completed application and liability insurance certificate to Carrie Fessler by email [carriefessler@martindoor.com](mailto:carriefessler@martindoor.com) or fax 801-973-2094.

Here's a link to our owner's manual as referred on page 2 in the first box of the application: <http://www.martindoor.com/residential/service-and-support/resource-library/>.

We look forward to working with you and seeing your future success as you sell the "World's Finest Garage Doors"! If you have any questions, please contact me at 801-973-9310 ext. 153.

Thanks,



**Carrie Fessler | Executive Assistant of Sales**

Martin Garage Doors | 2828 South 900 West | SLC, UT 84119

T: 801.973.9310 Ext. 153 | F: 801.977.4268

[CarrieFessler@martindoor.com](mailto:CarrieFessler@martindoor.com)



# Credit Application and Dealer Agreement

(please type or print)

Date: 03/25/2014

Business Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Street Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Previous Address (if within 5 Yrs): \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Cell \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contractor Lic. #: \_\_\_\_\_ (State) \_\_\_\_\_ Fed. ID #: \_\_\_\_\_ Est. Monthly Purchases: \$ \_\_\_\_\_ Is a P.O. required?  Y  N

Type of Business: \_\_\_\_\_  Sole Prop.  Partnership  Corp.  LLC Dun & Bradstreet #: \_\_\_\_\_

Name & Address of Parent Organization: \_\_\_\_\_

Payment Contact: (First) \_\_\_\_\_ (Last) \_\_\_\_\_ Phone \_\_\_\_\_ FAX \_\_\_\_\_

Does Business have any past due debts?  Y  N Has Business ever filed Bankruptcy?  Y  N

Does business have any debts under a name other than the one used on this Credit Statement?  Y  N

**Owners, Partners or Officers Information: (Attach additional pages as needed)**

Name	Title	SS#	Address	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Martin Door Manufacturing ("Martin") is hereby authorized to contact the references provided, banks listed hereon and any other source deemed by Martin to be material and obtain any information in such files pertaining to any and all funds, accounts, records, history, accounting, deposits, withdrawals and/or all related or additional information. Such persons are hereby directed to release information upon request. Martin Door Manufacturing and the custodian of such records, any bank, financial institution, or accounting or CPA firm, person or institution; or repository of records; any employer, or business establishment including its officers, employees, or related personnel both individually and collectively, are hereby released from any and all liability for damages of whatever nature caused by or resulting from compliance with this authorization and request for information or any attempt to comply herewith. Martin is hereby authorized to release credit information in good faith relating to Martin's experience with Applicant, to any entity or person deemed by Martin to have legitimate need for that information.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.

**MAJOR TRADE REFERENCES:**

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BANK REFERENCE:**

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Name of person at bank to contact: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Terms & Conditions:**

- Agreement to terms; Subsequent modification: Applicant, maker, endorser or guarantor (applicant) hereby applies for credit and agrees to be bound hereunder and make payment as may be specified within any invoice or statement received from Martin Door Manufacturing ("Martin"). Approval and continuation of credit is discretionary with Martin and may be entirely arbitrary at its discretion. In consideration for Martin establishing an open account and possibly extending credit to applicant, Applicant agrees to be bound by the terms and conditions specified herein or as modified by Martin. Applicant agrees to hold Martin harmless for any credit or account decision made by Martin.
- Billing Procedures & Terms; Late Fee: Martin will send applicant an invoice after each purchase, identifying charges to Applicant's account with Martin. In addition, additional account statements may be sent at Martin's discretion. The amounts stated on all invoices shall be deemed accurate and binding on Applicant unless Martin receives written objection within 15 days of the invoice date. Any discounts offered by Martin for early payment shall not be allowed on a current invoice so long as any prior, unpaid invoice (Late

**Dealer Application**



Invoice) or any portion thereof, is unpaid by the Due Date of the Late Invoice. In the event Martin does not receive payment in full of an invoice balance by the Due Date, a late fee of eighteen percent (18%) per annum (Late Fee) on the unpaid Late Invoice balance shall, to the extent allowed by law, be assessed on the Late Invoice and be due and payable to Martin until all Late Invoice charges are paid in full.

3. Title to Property; Application of Payments: All right, title and interest in all property delivered to Applicant shall remain with Martin until fully paid. Payment received, whether in whole or in part, shall be applied on a first delivered, first paid basis.

4. Governing Law; Jurisdiction; Venue: This agreement and any action brought by Martin or by Applicant shall be governed under the laws of the State of Utah. Applicant agrees to submit to jurisdiction of the state or federal courts of the State of Utah and agrees that such courts within Salt Lake County, State of Utah, shall have original exclusive jurisdiction over all matters and all disputes between the parties hereto, regardless of the origin of such disputes. Should Applicant be a corporation or other business entity, Applicant personally guarantees, affirms and represents that it has authority to bind such business entity.

5. Default: Applicant shall be in default under this agreement if (a) Applicant or any Guarantor of Applicant's debts to Martin breaches any terms or representations herein or in any invoice or statement received from Martin; (b) any representation, statement or report made by Applicant to Martin is not accurate when made; (c) Applicant fails to pay any portion of Applicant's debts to Martin when due and payable; (d) Applicant or any Guarantor dies; (e) Applicant's credit status changes due to ownership changes, judgments or seizure orders received against Applicant by a third party, Applicant ceases existence, or Applicant's payment habits change negatively towards third party creditors; Applicant commits any act of insolvency or any receiver is appointed for any assets of Applicant; or (f) Martin in good faith determines that it is insecure with respect to the payment of any part of Applicant's obligation to Martin.

6. Remedies Upon Default: In the event of any such default, Applicant (a) agrees to pay to Martin all lawful collection costs and legal expenses, including reasonable attorney's fees, incurred by Martin in enforcing its right under this agreement, with or without suit; (b) agrees that any payments received by Martin from whatever source shall first be applied to Martin's collection costs and legal expenses, and then to interest and principal; (c) agrees that interest shall accrue on the total unpaid balance from and after the due date stated on the Invoice or Statement at the rate of 1.5%, which is 18% per annum, until date paid in full, whether before or after judgment.

7. Binding Effect: Applicant cannot assign its interest in this Agreement without Martin's prior written consent, although Martin may assign or participate Martin's interest, in whole or in part, without Applicant's consent. This Agreement will continue to protect and bind Martin's and Applicant's respective heirs, representatives, successors and assigns.

8. No Oral Agreements; Integrated Agreement: Oral agreements or commitments of any kind are not enforceable. All prior agreements covering such matters are contained in this writing, which is the complete and exclusive statement of the terms of the agreement between the parties. There are no unwritten agreements between the parties. All subsequent modifications of this Agreement shall be in writing signed by both parties hereto.

9. Other Waivers: Applicant irrevocably waives notice of: Martin's acceptance of this Agreement, presentment, demand, protest, nonpayment, nonperformance and dishonor.

10. Termination: Either party may terminate this Agreement at any time by written notice received by the other party. Upon termination, Applicant agrees to pay all monies due and to satisfy all obligations to Martin according to the terms specified. Martin retains all of its right, interests and remedies hereunder until Applicant has paid all of Applicant's debts to Martin.

Applicant accepts the above terms and conditions and hereby certifies that the information given on this application is true, complete and correct. Applicant understands that Martin will rely on the truthfulness and completeness of the foregoing statements in granting credit to the applicant.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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(Note) Signatures must be officers if a corporation, all partners if a partnership, or all managing members if a limited liability corporation)

PERSONAL AND CONTINUING GUARANTEE: (must be signed): AS PARTIES OF THE ABOVE AGREEMENT THE UNDERSIGNED INDIVIDUALLY AND COLLECTIVELY PERSONALLY GUARANTEE PAYMENT OF ALL CHARGES TO THE ABOVE ACCOUNT ACCORDING TO THE TERMS AND CONDITIONS STATED ABOVE. THE LIABILITY OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND WILL NOT BE AFFECTED BY ANY EXTENSION, RENEWAL OR OTHER CHANGE IN THE TERMS OF PAYMENT OF ANY AGREEMENT BETWEEN APPLICANT AND MARTIN. THIS GUARANTY SHALL CONTINUE FOR SO LONG AS ANY SUMS OWING BY APPLICANT TO MARTIN REMAIN OUTSTANDING AND UNPAID.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.

**(ATTACH COPY OF LAST AVAILABLE FINANCIAL STATEMENT, AND COPIES OF INDIVIDUAL CREDIT/FINANCIAL STATEMENT FOR EACH PARTY TO PERSONAL GUARANTEE)**

## Dealer Liability and Safety Agreement

I hereby certify that I have received a current copy of the Martin Garage Door and Opener Instruction Manuals ("Manuals"). I have read and understand completely the procedures listed within Manuals. I agree to follow all applicable safety procedures from the Manuals, including but not limited to: proper installation of caution or warning tags, Finger Shields™, Low Profile Hinges, Roller Shields™, Reverse Angle Shields, Lock-on Spring Assembly Brackets and Safety Caps, Photo Eyes, Controlled Decent Device, proper settings and testing for opener instant reverse, and all other product components and safety devices that may be developed by Martin and supplied with the product and to ensure that a copy of the Manual is attached to the door.

I also agree that installers, service technicians, independent contractors and others who are employed by me will conduct all work in a safe, workmanlike, and prudent manner. All persons employed by me will be instructed in and will comply with all procedures listed in the Manuals. I hereby agree to completely indemnify and hold Martin Door Manufacturing harmless for any and all losses due to wrongful actions committed by persons employed by me.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.

**Resale/Use Tax Certificate:** Name of Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_

**I HEREBY CERTIFY:** That I hold a valid seller's permit (Resale #) \_\_\_\_\_ issued pursuant to the Sales & Use Tax Law of the State of \_\_\_\_\_. That I am engaged in the business of selling/using \_\_\_\_\_. That the tangible personal property described herein which I shall purchase from Martin Door Manufacturing will be resold by me in the form of tangible personal property, provided, however, that in the event that any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Property to the purchased is described as garage doors, electric openers, parts, sales brochures, literature, displays and all accessories.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By entering my name above, I certify that (1) I am the person whose name is entered, (2) I am authorized to sign this document, (3) I agree to be bound by its terms, and (4) this entry of my name will constitute my electronic signature which will be equally valid and enforceable as a signature made with pen and ink.