



Business Credit Application

PLEASE PRINT ALL INFORMATION

SOURCE CODE: Y142

Date	Anticipated Monthly Purchase Volume	Number of Cards Requested	FOR STORE USE ONLY		Sale Amount
Tax Exempt ☐ YES ☐ NO If yes, please complete attached Sales Tax Exemption Certificate		Purchase Order Required ☐ YES ☐ NO	Driver's License Number		Store Fax Number
			Store Number	Employee Initials	Authorization Number
BILLING INFORMATION					
Full Legal Business Name					
Business Phone Number ()		Business Fax Number ()			
Address (cannot be a P.O. Box)		City	State	Zip + 4	
Billing Address (if different from above)		City	State	Zip + 4	
BUSINESS CREDIT INFORMATION					
Principal(s) Authorized Officer(s)			Title(s)		
Person To Contact Regarding the Account			E-Mail Address (Optional. If you provide an e-mail address, we may use it to contact you about your account. We may also use it to send you information about products and services you might find useful.)		
Parent Company			DBA or AKA		
Address		City	State	Zip + 4	
Taxpayer ID Number	In Business Since		Company Annual Revenue Less than \$1,000,000 ☐ Greater that \$1,000,000 ☐		
No. of Employees ☐ 1-4 ☐ 5-9 ☐ 10-14 ☐ 15-24 ☐ 25-49 ☐ 50-99 ☐ 100-499 ☐ 500+					
Legal Structure (check all that apply) ☐ Corporation ☐ Proprietorship Do you operate your business from home? __ Yes __ No __ Sub S __ Limited Liability __ Professional Are you a Franchisee? __ Yes __ No ☐ Partnership ☐ Non-Profit Organization If you are a School or Government, are you the central office? __ Branch? __ __ Limited					
BANK REFERENCES					
Bank Name			Contact		
Bank Address		City	State	Zip Code	
PERSONAL GUARANTEE					
THIS SECTION MUST BE COMPLETED IF: (1) A SOLE PROPRIETORSHIP; (2) A PARTNERSHIP; (3) A PROFESSIONAL; (4) UNINCORPORATED; (5) INCORPORATED FOR LESS THAN 1 YEAR; OR IF THE APPLICANT HAS ANNUAL REVENUE OF LESS THAN \$1,000,000.00.					
I agree to be liable for any unpaid amounts on this Account. I authorize Citibank USA, N.A. to investigate my personal credit and financial records, including my banking records. I understand that Citibank USA, N.A. or its agent may request my personal credit bureau report in considering this application, and for the purpose of an update renewal, extension of credit, review or collection of this account.					
First Name		Middle	Last Name	Social Security Number	
Present Home Address (number and street)				Home Phone Number	
City		State		Zip Code	
In consideration of Citibank USA N.A. extending credit to applicant in order to make purchases from Office Depot under the terms of the Business Credit Card Agreement which will be sent with the card if credit is granted, I agree to personally guarantee payment of the debt, including any reasonable attorney's fees, arbitration, court or other collection costs as permitted by law and as incurred. In the event of any default I agree that Citibank USA, N.A. can enforce this guarantee, without first proceeding against the applicant, until the governing Card Agreement has been terminated and all amounts due have been paid. I waive all notice regarding the governing Card Agreement and this guarantee. I agree to guarantee payment even if the terms of the governing Card Agreement are changed. I understand that any negative information including failure to make required payments on the Account may be reported to the appropriate reporting agency.					
Personal Guarantor			Date		
SIGNATURE					
DO NOT SIGN THIS BUSINESS CREDIT ACCOUNT APPLICATION UNTIL YOU READ THE IMPORTANT INFORMATION AND INITIAL DISCLOSURE STATEMENT ON THE PREVIOUS PAGE AND BACK OF THIS APPLICATION					
By signing below, you certify that you have read and agree to the IMPORTANT INFORMATION and INITIAL DISCLOSURE STATEMENT on the previous page and back of this application; all of the information provided in this application is true and correct; you are authorized to sign this application on behalf of the applicant; and you agree to be bound by the terms and conditions of the Citibank Card Agreement that will be sent with the card if credit is granted.					
Signature of Authorized Officer			Date		
Please Print Name and Title					
Please retain the disclosures on the previous page and back of this application for your records.					

IMPORTANT INFORMATION

Annual percentage rate (APR) for purchases	20.80%
Grace period for repayment of the balance for purchases	25 days if you pay your balance in full by the due date.
Method of computing the balance for purchases	Two-cycle average daily balance method (including new purchases).
Annual fees	None
Minimum finance charge	50 cents
Late fee: \$29.00 on balances greater than \$100.00.	

ALL ACCOUNT TERMS AND CHARGES DISCLOSED HEREIN ARE ACCURATE AS OF DECEMBER 17, 2001, BUT ARE SUBJECT TO CHANGE. TO FIND OUT WHAT MAY HAVE CHANGED AFTER THE PRINTING DATE OF DECEMBER 17, 2001, WRITE TO P. O. BOX 8004, LAYTON, UT 84041-8004.

- The Office Depot Business Credit Card is issued by Citibank USA, N.A.
- This account is only for business and commercial purposes. It is not for personal, family or household purposes.
- You authorize us to obtain any credit report that may be requested in connection with the processing of the enclosed application and any resulting Account or update, renewal, review, collection or extension of the Account.
- The Citibank Card Agreement ("Agreement") will be sent with your card(s). The Agreement provides that, with limited exceptions, all disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. The Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used it or authorized use of your account. We may change the Agreement at any time.
- You may cancel your Account at any time by providing 30 days written notice to us, by paying your outstanding balance (including all applicable interest and fees) and returning the card(s) to us.

INITIAL DISCLOSURE STATEMENT

THIS INITIAL DISCLOSURE STATEMENT IS PART OF THE CITIBANK CARD AGREEMENT ("AGREEMENT") THAT YOU WILL RECEIVE WITH YOUR CARD IF YOU ARE APPROVED FOR CREDIT. PLEASE READ IT AND KEEP IT FOR YOUR RECORDS. THE AGREEMENT PROVIDES THAT, WITH LIMITED EXCEPTIONS, ALL DISPUTES ARE SUBJECT TO BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. PLEASE READ THE "ARBITRATION" SECTION OF THE AGREEMENT CAREFULLY.

To simplify the rest of this Statement for you, the following definitions will apply throughout. The word "Card" means any one or more credit cards bearing the Office Depot name or logo and issued by Citibank USA, N.A. to you or someone else with your authorization. The word "Account" means the Account governed by this Agreement. The words "you," "your," and "yours" mean you, the cardholder, and any person or persons who are also contractually liable under this Agreement. The words "we," "us," and "our" mean Citibank USA, N.A. The words "Authorized User" mean any person whom you authorize to use your Account or the Card, whether you notify us or not.

You agree to comply with and be bound by the terms of the Agreement when you use your Account. If this is a joint Account, each of you is fully responsible and separately liable for the entire Account balance.

PROMISE TO PAY. You agree to pay us in U.S. dollars for all purchases, including applicable finance charges and late fees and other charges, incurred by you or an Authorized User. You understand that we will be unable to determine whether any purchase made on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that the promise to pay, as contained in this section, will apply to all purchases made by you or an Authorized User whether or not the purchase was in fact authorized by and for the benefit of the business. All checks must be drawn on funds that are on deposit in a U.S. bank. We will not accept post-dated checks, nor any form of payment which contains any limitation or condition to immediate payment. We can accept late payments, partial payments or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement. Instruments which are not accepted by us as payment will not be returned, except for dishonored checks, which may be returned by your bank.

FINANCE CHARGE. Purchases: You can avoid paying finance charges on any purchase you make on your Account if: you paid the entire balance of your Account on the previous month's billing statement by the Payment Due Date; and if you pay the entire balance shown on your Account by the Payment Due Date shown on the current billing statement.

CURRENT BILLING PERIOD. You will pay a Daily Periodic Rate on the Daily Balance for purchases on your Account each day for the current billing period. The total periodic finance charge for each billing period is the sum of the Daily Periodic Rate charges on the Daily Balance for purchases for each day in the billing period. The Daily Periodic Rate for purchases will be .05699%. This corresponds to an **ANNUAL PERCENTAGE RATE** of 20.8%. However, if you pay the full amount of the New Balance each month by the Payment Due Date, no finance charge will be charged on purchases. You will pay a minimum periodic **FINANCE CHARGE** of \$.50 for each billing period during which any finance charge accrues on your Account as a result of application of the Daily Periodic Rate. The Daily Periodic Rate stated herein will also be charged after any default under the terms of this Agreement.

You agree to pay as a **FINANCE CHARGE** a fee of \$5.00 (or the maximum amount permitted by applicable law, whichever is less) for payment services we may provide which allow you, at your option, to make payments other than by mailing them to the payment address shown on your billing statement. In the event you request optional payment services, we will advise you of the fee associated with your request, and your use of the optional payment services thereafter constitutes your agreement to pay the associated fee.

DAILY BALANCES. To get the Daily Balance for purchases for each day, we take the beginning balance for purchases on your Account each day, including any accrued but unpaid finance charge and other fees, add any new purchases to the Daily Balance for purchases, or debit adjustments, and subtract any payments, credits or credit adjustments. Daily periodic finance charges will be rounded to the nearest cent. Purchases are posted to your Account as of the day the transaction occurs unless we receive the record of the transaction after the close of the billing period in which it occurs, then it will be posted to your Account on the first day of the next billing period. However, if you pay the New Balance shown on your previous billing statement in full on or before the Payment Due Date shown on that billing statement, purchases will not be included in the Daily Balance for purchases.

PREVIOUS BILLING PERIOD. You will pay a Daily Periodic Rate on the Daily Balances for purchases posted to your Account in the previous billing period unless finance charges were already imposed on those purchases or you paid your entire Balance by the Payment Due Date. To compute these charges we use the same method that we use for the current billing period except that the Daily Periodic Rate is applied to the Daily Balances for the previous billing period.

LATE FEE. We will charge you a Late Fee of \$29.00 on Account Balances of \$100.00 or more if you fail to make a required payment within 10 days after the Payment Due Date in any month. We will not charge a late fee on Account Balances of less than \$100.00.

RETURNED CHECK CHARGES. We will charge you a Returned Check Charge of \$29.00 each time you pay us with a check that is returned unpaid.

RESEARCH FEE. We may charge you a Research Fee of \$5.00 per statement or invoice for each statement or invoice that you request that is older than 12 months.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota and applicable federal law.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at P. O. Box 8001, Layton, Utah 84041-8001 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.