



State of Utah
DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

**CREDIT SERVICE ORGANIZATION
PERMIT APPLICATION FORM**

Annual Application fee: \$250.00 (Non-refundable)

Applicant's Name

Date of Application

OFFICE USE ONLY	
Date Issued:	-----
Permit Number:	-----
Approved:	-----
Denied:	-----
Expiration:	-----

Please mark the appropriate box:

INITIAL
APPLICATION

RENEWAL
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601.

Please return the completed application form and fee to:

Department of Commerce
Division of Consumer Protection
160 East 300 South
SM Box 146704
Salt Lake City, Utah 84114-6704

1. Applicant's Name: _____

2. Other Names that Applicant Uses: _____

3. Applicant's Address: _____

Street

City

State

Zip Code

Telephone Number: _____ Facsimile Number: _____

4. Provide the following information for Applicant's contact person:

Name

Telephone Number

Facsimile Number

5. List the name of any person(s) who owns or controls more than 5% of the organization, either directly or through another person or entity:

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

6. Provide the following information for any individual who is responsible for the day-to-day operation of the organization:

Name

Telephone Number

Facsimile Number

Name

Telephone Number

Facsimile Number

Name

Telephone Number

Facsimile Number

7. State the case title, docket number, the names and address of all parties and a detailed explanation of any administrative, civil or criminal action in which the organization or any person identified in paragraphs 5 and 6 above is a party to an administrative, civil or criminal action that arose in this state or any other jurisdiction involving the services of a credit service organization (attach additional sheets if necessary).

8. Please provide a detailed outline of the organization's credit services program to be offered in this state. Attach copies of any contract, form, sales literature, or other relevant document that will be used by the organization. Complete the Contract Disclosure Form attached to ensure the state disclosure requirements are met.

9. Surety Requirement.

a. Please mark the appropriate box indicating the type of surety that accompanies this application. The bond, letter of credit or certificate of deposit from a Utah depository must be in the amount of \$100,000.00 and must be made payable to the **DIVISION OF CONSUMER PROTECTION / STATE OF UTAH**

Bond Letter of credit Certificate of Deposit

b. If a bond is being submitted, please provide the following information:

Amount of bond, letter of credit or certificate of deposit: _____

Date of bond: _____ Bond expires: _____

Name of Surety Company: _____

Address of Surety Company: _____

Telephone and fax number of Surety Company: _____

Registered on Treasury list: Yes No

- c. If a letter of credit or certificate of deposit is being submitted, please provide the following information:

Date of letter of credit: _____ Letter of credit expires: _____

Date of certificate of deposit: _____ Certificate of deposit expires: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and fax number of Utah Bank: _____

By signing this application, the undersigned certifies that the information provided herein is true and correct.

DATED: _____

APPLICANT:

BY _____
ITS

WRITTEN INFORMATION STATEMENT FORM
Instructions For Preparing Information Statements:

Before the execution of a contract and before providing credit services, the business must provide the buyer with a statement in writing, containing all the information required by Utah Code Section §13-21-6. The business must maintain an exact copy of the written information statement, personally signed by the buyer for a period of 2 years after the transaction. The following items should be included in your written information statement provided to the consumer. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

ITEM	PAGE #
1. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by any credit reporting agency, as provided under 15 U.S.C. Sec. 1681 et seq., as amended, the Fair Credit Reporting Act.	1.
2. A statement that a review of the file on the buyer will be conducted free of charge by the credit reporting agency that issued a report upon which a credit denial was based, if requested within 30 days of the buyer receiving a notice of a denial of credit.	2.
3. The approximate price the buyer will be charged by a credit reporting agency for a copy of the file on the buyer.	3.
4. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of any item contained in any file on the buyer maintained by any credit reporting agency.	4.
5. A complete and detailed description of the services to be performed by the credit services organization for the buyer and the total amount the buyer will have to pay, or become obligated to pay, for the services.	5.
6. A statement asserting the buyer's right to proceed against the bond or trust account required under Section 13-21-3.	6.
7. The name and address of the surety company which issued the bond, or the name and address of the depository and the trustee and the account number of the trust account. The date of the transaction, including the beginning date and expiration date.	7.

CONTRACT DISCLOSURE FORM
Instructions For Preparing Contracts:

A copy of your contract must be filed with your initial application and subsequent renewal applications. The following items should be included in your contract. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

ITEM	PAGE #
1. A conspicuous statement in bold type, in immediate proximity to the space reserved for the signature of the buyer, as follows: "You, the buyer, may cancel this contract at any time prior to midnight of the fifth day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right."	1.
2. The terms and conditions of payment, including the total of all payments to be made by the buyer, whether to the credit services organization or to some other person.	2.
3. A full and detailed description of the services to be performed by the credit services organization for the buyer, including all guarantees and all promises of full or partial refunds, and the estimated date by which the services are to be performed, or estimated length of time for performing the services.	3.
4. The credit services organization's principal business address and the name and address of its agent, in Utah, authorized to receive service of process.	4.
5. The contract shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation," which shall be attached to the contract and easily detachable, and which shall contain in bold type the following statement written in the same language as used in the contract: <p style="text-align: center;">"Notice of Cancellation"</p> <p>You may cancel this contract, without any penalty or obligation, within five days from the date the contract is signed. If you cancel, any payment made by you under this contract will be returned within 10 days following receipt by the seller of your cancellation notice. To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice, to _____(name of seller) at _____(address of seller)_____ (place of business) not later than midnight of _____(date). I hereby cancel this transaction. _____(date) _____ (purchaser's signature)"</p>	5.

Bond No. _____

(Surety's Name)

(Surety's Address and Telephone No.)

SURETY BOND

1. KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as Principal, and _____ a corporation of the State of _____ having its principal office at _____ duly licensed with the Utah Department of Insurance, as Surety, are held and firmly bound to the Division of Consumer Protection of the Department of Commerce of the State of Utah in the sum of _____ Dollars (\$ _____), for the payment of which said Principal and Surety hereby bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, to pay said sum.

2. THE CONDITIONS OF THIS BOND are such that the Principal, _____, seeks to obtain a license from or registration with, the Division of Consumer Protection, State of Utah, to carry on business as _____. That business is subject to the laws of the State of Utah and the administrative rules adopted thereunder.

3. THEREFORE, if the Principal, [Registrant], shall during the period beginning on _____ day of _____, 20__ and ending on _____ day of _____, 20 __, faithfully observe and honestly comply with the provisions of all statutes and rules of Utah law applicable to the Principal's business, and shall indemnify the Division of Consumer Protection and all consumers as set forth in those laws, then this obligation shall become void and of no effect, otherwise to remain in full force and effect.

4. IT IS UNDERSTOOD AND AGREED that this bond may be renewed from year to year by continuation certificate executed by said Surety, and that regardless of the number of years this bond remains in effect or the number of times it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above. It is also understood and agreed that the Surety may at any time, with thirty days written notice to the Division of Consumer Protection, terminate its liability herein, except that the Surety shall be liable for any losses occurring while this bond is in full force and effect.

SIGNED AND DATED this _____ day of _____, 20_____.

(Type or Print Surety's Name)

By: _____

Its:

(Type or Print Principal's Name)

By: _____

Its: