



# State of Utah

DEPARTMENT OF COMMERCE  
DIVISION OF CONSUMER PROTECTION

## CREDIT SERVICES ORGANIZATION REGISTRATION APPLICATION FORM

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

\_\_\_\_\_  
Applicant's Legal Name

\_\_\_\_\_  
Date of Application

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

Please mark the appropriate box:

INITIAL  
APPLICATION

RENEWAL  
APPLICATION

**Important notice regarding business confidentiality claims pursuant to the Government Records Access and Management Act:** If you wish to make a claim of business confidentiality with respect to any information in this application or with respect to records you provide to the Division, please be aware of the following law: "Any person who provides to a governmental entity a record that the person believes should be protected under 63G-2-305(1) [trade secrets] or (2) [commercial information or nonindividual financial information] or both Subsections 63G-2-305(1) and (2) shall provide with the record: (A) a written claim of business confidentiality; and (B) a concise statement of reasons supporting the claim of business confidentiality."

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

\_\_\_\_\_

E-mail

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).

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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 attached Contract Disclosure Form to ensure the state disclosure requirements are met.

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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 <b>30</b> 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 <b>total amount</b> 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.	7.

**CONTRACT DISCLOSURE FORM**  
**Instructions For Preparing Contracts:**

Each contract between the buyer and credit services organization for the purchase of the services of credit services organization shall be in writing, dated, signed by the buyer, and include all of the following: A copy of your contract must be filed with your initial application and subsequent renewal applications. **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: <b>"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."</b>	1.
2. The terms and conditions of payment, including the <b>total of all payments</b> 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 <b>"Notice of Cancellation,"</b> 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;"><b>"Notice of Cancellation"</b></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)  _____</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 a credit services organization. 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 ninety (90) 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)

\_\_\_\_\_  
(Type or Print Principal's Name)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)