

CREDIT APPLICATION

4-01-08 edition

ACCOUNT NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHYSICAL ADDRESS (if different from mailing address): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (area code) ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_ - \_\_\_\_\_ CELL: ( ) \_\_\_\_\_ - \_\_\_\_\_

IS A PURCHASE ORDER NUMBER NEEDED? YES \_\_\_ NO \_\_\_

TAX EXEMPTION NUMBER: \_\_\_\_\_ (include tax exempt certificate with application)

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

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CREDIT REFERENCES

NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: (area code) ( ) \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: (area code) ( ) \_\_\_\_\_ - \_\_\_\_\_

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CREDIT CARD INFORMATION

MASTERCARD ( ) VISA ( ) AMERICAN EXPRESS ( ) account name on card: \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Type of business: ( ) Corporation ( ) Limited Liability Company ( ) Partnership  
( ) individual proprietorship ( ) home owner

Corporate officers (if applicable)

President (name): \_\_\_\_\_ (home address): \_\_\_\_\_

Vice President (name): \_\_\_\_\_ (home address): \_\_\_\_\_

Secretary (name): \_\_\_\_\_ (home address): \_\_\_\_\_

Treasurer (name): \_\_\_\_\_ (home address): \_\_\_\_\_

DO YOU OWN YOUR OWN HOME? YES ( ) NO ( ) WHEN DID YOU ACQUIRE IT? \_\_\_\_\_

I/WE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ACCOUNT AGREEMENT & ACKNOWLEDGEMENT.

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. For-Shor Company is specifically authorized to contact the undersigned by facsimile transmission.

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

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, National origin, sex, marital status, age, 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 this law concerning this creditor is the Federal Trade Commission.

FOR-SHOR COMPANY

4446 West 1730 South
Salt Lake City, Utah 84104
(801) 487-1656 Fax (801) 487-1650

4-01-09 edition

ACCOUNT AGREEMENT

Buyer agrees to lease or buy goods and materials from FOR-SHOR COMPANY (hereinafter "Seller"), and Seller agrees to lease or sell materials to Buyer in consideration of the following promises and on the following terms and conditions and terms of the Acknowledgement.

1. All rentals or purchases of goods or materials by Buyer from Seller are made subject to this Account Agreement and the Acknowledgement on such terms and conditions as may be stated on invoices and other documents prepared and submitted by Seller to Buyer in conjunction with the sale or lease of goods to Buyer, including personal property tax to be reported and paid by lessee and all forms not returned cleaned and oiled are subject to a 2% of value assessment. Insurance on rental materials is the responsibility of Buyer (lessee). Allowed purchase returns are subject to a handling charge.

2. Terms of Payment:

- (a) Buyer agrees to pay for all purchases or rents within thirty (30) days after the invoice date of purchases and/or rentals and in no case later than thirty (30) days following the monthly billing statement prepared by Seller and mailed to Buyer at the address shown below, or at such other address as Buyer may direct Seller to remit such statements to.
(b) Any statement not paid within ten days from this date shall be past due.
(c) All past-due statements shall accumulate interest at the rate of 24 percent per annum (or 2% per month), commencing on the date of said statement until paid. Buyer agrees to pay interest at such rate.
(d) All payments received by Seller shall be applied first to interest and costs of collection, then to past-due accounts.
(e) All payments are due and payable at the office of Seller in Salt Lake City.

3. All statements, invoices and other documents of sale presented or sent to Buyer by Seller shall be deemed correct unless Buyer shall inform Seller otherwise within fifteen (15) days from the date shown on the face of such document.

4. Buyer promises to pay all costs of collection on past-due accounts, including such attorneys' fees as Seller may incur or fees deemed reasonable under Rule 73, URCP.

5. Buyer agrees that Seller may at any time require such further security from Buyer as Seller may deem appropriate, including third party guarantees and security interests in property.

6. Buyer acknowledges that title to all merchandise purchased on this account remains with Seller until fully paid for by Buyer.

7. The Seller or its assignees may at any time cancel this Account Agreement with or without cause.

8. By signing this agreement, Buyer acknowledges receipt of a copy hereof.

9. Buyer and Seller agree that this AGREEMENT is made in Salt Lake County, State of Utah, pursuant to the laws thereof, and is governed by those laws, and Buyer submits himself to the jurisdiction of the UTAH Courts and the venue of Salt Lake County.

10. It is expressly agreed that Seller may contact Buyer by means of facsimile communication.

CORPORATE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

PERSONAL GUARANTEE OF PAYMENT

I/We, the undersigned, hereby jointly and severally guarantee the prompt payment to For-Shor Company of all amounts now due and owing or which may hereafter become due and owing to For-Shor Company, its successors, and assignees from \_\_\_\_\_ and its related entities (hereinafter collectively referred to as Buyer), together with interest at the rate of 24% per annum, all costs of collection and reasonable attorneys' fees. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, or other indulgence granted to Buyer, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Buyer shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This guarantee shall be a continuing guarantee. Guarantor agrees to be subject to the jurisdiction of the Courts of Salt Lake County, State of Utah.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, 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.

Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_
Social Security No. \_\_\_\_\_ - - - - - Address: \_\_\_\_\_

Date \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_
Social Security No. \_\_\_\_\_ - - - - - Address: \_\_\_\_\_

## Acknowledgement FOR-SHOR COMPANY

Buyer agrees to lease or purchase from For-Shor Company in accordance with the following terms and conditions, which are applicable to all sales and rentals.

1. The monthly rental charges and/or unit prices listed on an invoice are based upon current unit purchase prices and are subject to adjustment to the prevailing rental charge and unit purchase price in effect at the time of invoicing.
2. All leased items shall, at the termination of the lease, be returned to For-Shor Company in the same condition as at the beginning of the rental, reasonable wear through careful use excepted. Any leased items not returned shall be billed at the prevailing unit price in effect at the time of such billing and any leased item damaged shall be repaired in such manner as is deemed necessary in For-Shor Company's sole discretion, at the expense of Buyer. For-Shor Company shall have the right to collect from the Buyer such amounts it has expended for repair as though such charges were additional rental.
3. Transportation charges are the responsibility of the Buyer. All carriers shall be the agents of the Buyer and all arrangements for the return of leased items are the responsibility of the buyer.
4. Buyer agrees to inspect the equipment against shipping documents upon receipt of the shipment at destination. All claims for loss or damage in transit must be made against the carrier by Buyer where third party carriers are involved.
5. For-Shor Company shall not be responsible for delays in performance and reserves the right without penalty or obligation to suspend shipment of items in the event of strikes, labor or transportation interruption, accident to plant or equipment, fire, floods, acts of God, failure or delay in buyer approving design drawings or other contingencies beyond the control of For-Shor Company.
6. In the case of leased items, Buyer shall carry insurance to the full insurable value of the items leased, against loss by fire, theft and other insurable hazards, for the benefit of For-Shor Company. Buyer shall be responsible for all damages for any injury or death sustained by any person or persons and for all damage to property growing out of any act or deed, or any omission to act, of the Buyer or any subcontractor or any servant, agent or employee of the Buyer. Buyer shall indemnify, save and keep For-Shor Company harmless against all liabilities, judgments, costs, damages and expenses which may in any way come against For-Shor Company for or on account of any injury received or death sustained by any person or persons and for all damage to property caused by any act or deed, or any omission to act of the Buyer or any subcontractors, or any servant, agent or employee of the buyer, in the performance of work with leased items, or in which such items are used, except where such liability results from the negligence of For-Shor Company or its employees.
7. Buyer agrees not to subject purchased or leased items to abuse or misuses and to comply with and conform to all laws, ordinances, rules and regulations, relating to the possession, safe and proper use and maintenance of the items, and to save For-Shor Company harmless against actual or asserted violations thereof. Buyer agrees to pay promptly when due all taxes and other public charges against or upon the purchase, possession, use or rental of said items.
8. Title to the leased items is, and at all times remains, in For-Shor Company.
9. Any drawings furnished by For-Shor Company are provided as a service to buyer to conceptually illustrate the assembly of products only. Such drawings are not intended to be fully directive nor cover engineering details on products furnished by For-Shor Company, or equipment or materials not furnished by For-Shor Company, or the interconnection therewith. Inasmuch as For-Shor Company does not control jobsite assembly or procedures, grade or quality of materials or equipment supplied by others, it is the responsibility of buyer to integrate For-Shor Company drawings into composite drawings suitably complete for construction purposes consistent with safe practice and overall project objectives.
10. In case of default of any installment of rent or payment of purchase price when due, or upon the breach of any other condition of this agreement, or if For-Shor Company shall deem the items to be in jeopardy, the full amount of the rent or purchase price unpaid hereunder shall become due and payable forthwith at the election of For-Shor Company, and For-Shor Company may, at its option without notice or demand and without legal process, take possession of such items wherever they may be located, whereupon all rights of Buyer in such items shall terminate absolutely, but Buyer shall not be released from its obligations under this agreement until the full amount of the unpaid rent or purchase price, together with all other obligations to pay For-Shor Company money under these terms, have been paid in full. If it is necessary for For-Shor Company to file suit to enforce any provision of this agreement, For-Shor Company shall be entitled to receive its costs of suit and attorney's fees from the Buyer.
11. In the event Buyer has issued or does issue a purchase order or orders covering the items subject of this agreement, it is agreed and understood by the parties hereto, that said purchase order or orders shall have been issued only for the administrative convenience of buyer, and all terms and conditions thereon shall be of no legal effect, nor binding upon For-Shor Company.
12. This agreement shall be construed in accordance with the laws of the state of Utah and all parties submit themselves to the jurisdiction of the state of Utah. The venue for any litigation and/or arbitration shall be in the County of Salt Lake, State of Utah.