



Application for Open Account

Company Name: _____

Street Address: _____

City, State, Zip: _____

Billing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Type of Entity : _____ Corp _____ LLC _____ Partnership _____ Sole Proprietor _____ Other

Federal ID# (SSN for Individual): _____ Owner's name: _____

Nature of business: _____ Years in business: _____

Bank: _____ Account# _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

I/We hereby authorize the above bank to release necessary information pertaining to our account for the purpose of establishing credit.

Trade References

Name: _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

Name: _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

Name: _____

Address: _____

Phone: _____ Fax: _____ Contact: _____

4225 South 500 West - Salt Lake City, Utah 84123 - ph. 801.261.2100 - fax 801.262.9740

SLC - Boise - St. George - Bend - Portland - Ogden - Springville

TERMS AND CONDITIONS

The parties understand that nothing contained herein shall obligate RMT Equipment (Seller) to extend credit to Buyer. Nevertheless, if Seller elects to extend credit to Buyer, Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibilities become unsatisfactory to Seller, cash payment satisfactory security and/or written guarantees may be required by Seller for future delivery and goods heretofore delivered.

Payment / Title: Buyer's payment obligation shall be paid in United States currency when due and shall not be subject to any rights of offset. Payment shall be made by Buyer at the time of actual delivery of any and all goods delivered hereunder unless Seller's credit department has previously approved Buyer's credit and agreed in writing to sell to Buyer on open account or otherwise. Sales on open accounts shall be paid within (30) days after delivery of all or any part of such goods to Buyer unless otherwise agreed in writing. Buyer acknowledges that time is of the essence as to its payment obligations. Seller shall charge and Buyer agrees to pay Seller on Buyer's open account a finance charge of 1.5% per month (APR 18%) on any and all delinquent payments. Title to all property sold hereunder shall remain in Seller until Buyer discharges all of its financial obligations and all delinquent payments to Seller pursuant to the terms of this contract. Buyer agrees not to borrow against or pledge the goods without Seller's prior written consent. Buyer agrees to execute all reasonable documents required by Seller to carry out the intent of the provision. If Buyer shall be in default hereunder, Seller shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Utah together with any lien rights provided under the laws of the State of Utah.

CREDIT CARD INFORMATION REQUIRED: if open terms are approved, payment must be made within the terms of the invoice. If an account becomes past due, this card will be charged for the past due amount plus 3% of the past due amount.

TYPE: MC ___ VISA ___ DISCOVER ___
ACCOUNT NUMBER _____ - _____ - _____ - _____ **EXP** ____/____

Miscellaneous: This contract is to be construed according to the laws of the State of Utah and constitutes the full understanding of the parties. If Buyer is in default or breach hereunder, Buyer agrees to pay all costs involved in collecting amounts due Seller, including court costs and reasonable attorney fees. All payments by Buyer to Seller shall be made to Seller at their address in Salt Lake County, State of Utah. If any part of this contract is finally declared invalid by any court or tribunal, the remainder of it shall not be affected thereby.

The parties who have executed this document represent and warrant that they are duly authorized to sign this document for and in behalf of the Buyer specified above. **The undersigned also personally guarantees Buyer's account with Seller and agrees to fulfill all obligations should Buyer default on this contract.**

SIGNATURE BELOW MUST BE A CORPORATE OFFICER OR THE REGISTERED AGENT. THIS DOCUMENT, WITH ORIGINAL SIGNATURE, MUST BE RETURNED TO RMT EQUIPMENT BEFORE CREDIT CAN BE CONSIDERED.

Name (please print)

Position

Authorized Signature

Date