

## APPLICATION FOR PARTS AND SERVICE CREDIT ACCOUNT

Date of Application:
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**Utility Trailer Sales of Utah, Inc.**  
**1580 Leasing & Rental**  
**4970 West 2100 South**  
**Salt Lake City, UT 84120**



Complete and return all pages to Attn: Credit Department, fax and email copies are acceptable:  
 Office: (801) 973-4040 or (888) 973-4040 Fax: (801) 973-9427 Email: credit@utility-trailer.com

Type of Business (check one): Sole Proprietor  Partnership  Corporation  LLC

Customer			
Federal ID #	Social Security #	Date of Birth	U.S. DOT #
Billing Address		City, State, Zip Code	Time at Address <span style="float: right;">Years</span>
Cell Phone ( )	Office Phone ( )	Home Phone ( )	Fax ( )
Email Address			
Nearest Relative Not Living with the Customer (if the Customer is a Sole Proprietor)			
Name		Phone Number	Relationship
Address		City, State, Zip Code	
Has the Customer filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the Customer a defendant in any legal action? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Customer have any items repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If answer is yes to any of the above, explain:			

**Tax Exemption and Purchase Orders (for parts, service, and rental accounts only):**

Tax Exempt:	Yes	No
Purchase Order Required:	Yes	No

**Attach Form W-9 if Tax Exempt**



**Prior Commercial Credit Accounts (previous/current loans for commercial trucks and/or trailers):**

Trade Reference/Commercial Lender	Date Account Opened	Contact and Account #	Phone Number

**Recent Freight Contracts (two-year history):**

Company Name	#Months Hauled for This Company	Contact Name	Phone Number

**If Customer is a Sole Proprietor and has less than two years of haul history, then provide previous employer below:**

Company Name:	Contact:	Title	Phone #:
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**Bank Reference:**

Bank Name:	Contact:	Account #:	Phone #:
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**Balance Sheet:**

**Assets**

**Liabilities**

<b>Cash</b>	<b>\$</b>	<b>Accounts Payable</b>	<b>\$</b>
<b>Vehicles/Trailers</b>	<b>\$</b>	<b>Notes Payable</b>	<b>\$</b>
<b>Real Estate</b>	<b>\$</b>	<b>Credit Cards</b>	<b>\$</b>
<b>Other</b>	<b>\$</b>	<b>Mortgages</b>	<b>\$</b>
	<b>\$</b>	<b>Vehicle/Trailer Loans</b>	<b>\$</b>
	<b>\$</b>	<b>Other</b>	<b>\$</b>
	<b>\$</b>	<b>Total Debt</b>	<b>\$</b>
<b>Total Assets</b>	<b>\$</b>	<b>Equity</b>	<b>\$</b>



**ACCOUNT TERMS AND CONDITIONS AGREEMENT**

The Customer hereby applies for credit and to open an account with Utility Trailer Sales of Utah, Inc. and/or any of its affiliates (“Utility Trailer”) for parts, service and rental and in consideration hereof, the Customer hereby accepts and agrees to all of the Account Terms and Conditions attached hereto and incorporated herein by reference as if fully set forth herein (the “Agreement”). The Customer acknowledges that they have read and understand all of the Account Terms and Conditions and agrees that the Account Terms and Conditions shall supersede any terms and/ or conditions that may be proposed in the Customer’s purchase orders or otherwise. The Customer agrees that the Account Terms and Conditions shall control all transactions conducted between Utility Trailer and the Customer.

**THE CUSTOMER AND THE UNDERSIGNED PERSONALLY REPRESENT AND WARRANT THAT THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER NAMED HEREIN, AND FURTHERMORE AGREES TO ALL OF THE TERMS AND CONDITIONS INCORPORATED INTO THE AGREEMENT, AND THAT ALL OF THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.**

<b>CUSTOMER’S AUTHORIZED REPRESENTATIVE SIGNATURE APPROVING THE AGREEMENT</b>	
Signature:	Date:
Print Name:	Title

<b>PERSONAL GUARANTY (REQUIRED FOR ALL SOLE PROPRIETORS, INDIVIDUALS AND AS DIRECTED BY UTILITY TRAILER)</b>	
<p>The Undersigned, for and in consideration of Utility Trailer Sales of Utah, Inc. and/or any of its affiliates (“Utility Trailer”) extending credit to the above Customer (the “Customer”), hereby individually and personally guarantees to Utility Trailer the full and prompt payment of all indebtedness (including attorneys’ fees and costs) heretofore and hereinafter incurred by the Customer under the Agreement. It is understood that this guaranty is an unconditional, continuing and irrevocable guaranty of payment and shall not be affected by the amount of credit extended or any change in the form of said indebtedness. The undersigned, to the extent permitted by law, hereby waives any notice of acceptance of this guarantee, extension of credit, any modification, amendment or extension in terms of payment, and any right or demand to proceed against the Customer.</p> <p>The undersigned agrees to notify Utility Trailer in writing of any change in the financial condition of the undersigned or of the Customer’s business or ownership of the Customer within ten (10) days of such change. The undersigned agrees and consents that facsimile, PDF or other electronic signatures shall be deemed to be valid and original signatures for all purposes in connections herewith. The undersigned hereby authorizes Utility Trailer to obtain a consumer credit report and to contact any references as necessary. As guarantor, the undersigned also agrees to be bound by the arbitration clause contained in the Account Terms and Conditions referenced above and incorporated herein by reference.</p>	
Agreed to this ___ day of ___	<b>Guarantor:</b>
	Signature: _____
SSN: _____	Name: _____
Telephone: _____	Address: _____
Birth Date: _____	_____



## ACCOUNT TERMS AND CONDITIONS

UTILITY TRAILER SALES OF UTAH, INC. ("Utility Trailer") and the Customer as defined in the Credit Application and the Account Terms and Conditions Agreement (the "Agreement") between Utility Trailer and Customer, hereby agrees that all services, rentals and purchases made on any account maintained for the benefit of the Customer by Utility Trailer are subject to the following terms and conditions:

1. **Contract Agreement/Terms and Conditions.** For each purchase made by the Customer on account maintained for it by Utility Trailer, the Customer shall submit to Utility Trailer a written order and the Customer shall be responsible and pay for any and all charges made on any such account. The Customer specifically warrants that each person who may make a charge on any such account has the Customer's authority to do so. Failure to submit a written order shall not in any way relieve the Customer of any obligation created by the Agreement. The Customer agrees that when placing an order with Utility Trailer these Account Terms and Conditions shall apply to all transactions between Utility Trailer and Customer. A purchase order issued to Utility Trailer shall not constitute a binding contract unless and until it is accepted and acknowledged by Utility Trailer. The Customer accepts and agrees to all Utility Trailer's Account Terms and Conditions in lieu of the Customer's terms and conditions (even if terms and conditions are contained in the Customer's purchase order, Customer agrees that Utility Trailer's forms and conditions shall control) on all orders placed with Utility Trailer unless otherwise specifically agreed to in writing by both Utility Trailer and Customer.

2. **Credit Terms and Payment.** All amounts due on any account maintained for the Customer are payable to UTILITY TRAILER SALES OF UTAH, INC. Any credit granted to the Customer by Utility Trailer is at the sole discretion of Utility Trailer and Utility Trailer may cancel, reduce or refuse to extend additional credit at any time, with or without cause of any kind in Utility Trailer's sole discretion. The acceptance of any purchase order by Utility Trailer shall be conditioned upon approval of the Customer's credit or payment in advance for Utility Trailer's services and or sales. The Customer agrees that the amount reflected in an invoice as issued by Utility Trailer shall be due and payable unconditionally in (a) cash on acceptance of the Customer's purchase order by Utility Trailer; (b) if the Customer is a credit approved Customer, within 30 days of the invoice date, except for rental invoices which are due in full upon receipt of the invoice, or as otherwise agreed to by Customer and Utility Trailer in writing; or (c) prepayment prior to commencement of services or delivery of product if required by Utility Trailer. The Customer's obligation to pay Utility Trailer is not in any way conditioned upon Customer receiving payment from any third party.

3. **Interest on Over Due Accounts.** If any amounts on the account remain unpaid, then the Customer agrees that Utility Trailer may automatically charge a service charge of 1.5% per month (18% per year) of the outstanding balance and such interest amount shall be added to the account and paid by the Customer. The Customer acknowledges that the goods and/or services purchased from Utility Trailer are not payable in installments but are payable in full as set forth in the Agreement.

4. **Quotation Period and Pricing:** Utility Trailer may provide price quotes for its products and/or services to Customer or if no quote has been provided Utility Trailer's default pricing for the current year shall apply. Prices quoted by Utility Trailer shall remain in effect for thirty (30) days unless otherwise stated in the quote or agreed to by the parties in writing and are subject to change after that period. The prices contained in a quotation supplied by Utility Trailer apply specifically to the Customer or project named on the quote in accordance with stated specifications and documentation provided to Utility Trailer at the time of quotation. **Any additional services and/or products thereto shall be additions to the Customer's initial quote unless otherwise agreed to in writing between the parties. In addition to the initial quoted services and/or products to be provided by Utility Trailer, the Customer shall be obligated to pay for any additional services and/or materials or products provided by Utility Trailer.**

5. **Pricing Revision:** The Customer representative requesting any custom manufacturing or other service quotation by Utility Trailer shall be considered an agent of the Customer and authorized to make technical and/or cost decisions including changes to the technical design and/or cost decisions. If Utility Trailer is required to submit a quotation without first receiving and reviewing applicable drawings and/ specifications, any pricing submitted shall be subject to change when such drawings and/ or specifications are made available to Utility Trailer.



6. **Warranties:** Utility Trailer’s products and services are not governed by the Uniform Commercial Code (UCC). Except as stated in section 7, Utility Trailer disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Customer agrees that Utility Trailer shall have no liability for incidental or consequential damages of any nature whatsoever. The Customer acknowledges and agrees that Utility Trailer provides no warranty, express or implied, regarding the purchase of products or services. The Customer will have access to warranties provided by third party manufactures of products distributed by Utility Trailer. The Customer agrees that it shall look to and rely solely on the warranties provided by the manufactures of the products provided by Utility Trailer and not to Utility Trailer.

7. **Customer Remedies:** Utility Trailer will provide services in accordance with this Agreement and Utility Trailer will not have any responsibility other than to exercise reasonable skill and care in the performance of its services. In the event an arbitrator described in Section 20 below makes a final determination that Utility Trailer has failed to comply with such standards of conduct in providing services and that such failure directly caused the Customer harm, Utility Trailer will be responsible to compensate the Customer for such direct harm, PROVIDED, HOWEVER, that the amount of such compensation will not exceed the amounts paid by the Customer to Utility Trailer for the specific portion of the product and/ or services rendered that directly caused the Customer harm, and that, under no circumstances will Utility Trailer be liable to the Customer for any incidental, indirect, consequential, or punitive damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6 ABOVE, WE MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED OR GOODS SOLD, INCLUDING, BUT NOT LIMITED TO, ANY “IMPLIED WARRANTY OF MERCHANTABILITY” OR “FITNESS FOR A PARTICULAR PURPOSE.”

8. **Performance Delays:** Utility Trailer shall not be liable for any failure or delay in performance which is caused in whole or in part by acts of God (fire, flood, earthquakes, etc.), weather, strikes or other labor disturbances, shut-downs, equipment breakdowns, engineering problems or delays, fuel shortages, government priorities, or any other cause beyond the reasonable control of Utility Trailer.

9. **Data Retention:** Any data from manufacturing or other services may be destroyed one hundred and eighty (180) days after the date of the final goods or services are delivered to the Customer, unless the Customer indicates otherwise in writing and prepays before the expiration of said one hundred and eighty (180) day period the entire cost of any storing such the Customer information by Utility Trailer. Utility Trailer shall retain all data as required by law, with a computer backup. File storage beyond what is required by law shall be billed at an annual rate of \$50.00 per project or such other rate set by Utility Trailer. If storage fees are not paid by the Customer when due, Utility Trailer shall have the right to delete or destroy the file.

10. **Change of Address:** The Customer shall notify Utility Trailer in writing within ten (10) days of any change of address.

11. **Change of Ownership:** The Customer shall notify Utility Trailer, in writing, within ten (10) days of any change in ownership of the Customer’s business. Failing such notice, the entire balance shall become due and owing, if deemed necessary by Utility Trailer in its sole discretion.

12. **Consent to Sharing Information and Retention Periods:** For the purposes of making credit risk management decisions and preventing fraud, the Customer agrees that Utility Trailer may:

a. Carry out a credit inquiry on the Customer from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (including but not limited to trade references) of the Customer in terms of this Agreement.

b. Transmit information to credit bureaus, credit information agents, credit insurance companies or other creditors of the Customer of how the Customer has performed in meeting his/her/its obligations under this Agreement.



c. Retain such information for periods as stipulated in any applicable law, but no longer than the duration of the validity of this Agreement. Where the Customer has not used Utility Trailer's custom services or purchased its products under this Agreement for 24 months, the Customer may be required to re-apply for such credit.

13. **Valid Orders:** It is the sole responsibility of the Customer to determine that services or products ordered are suitable for the purposes of the Customer's intended use. Any order provided to Utility Trailer, notwithstanding the fact that such order may have been given or signed by a person not authorized by the Customer, shall be deemed to constitute a valid order.

14. **Shipping/Transportation:** The Customer shall be fully responsible for the transportation and any associated shipping costs of the Customer's property to and from Utility Trailer and all liability for damage, storage or mishandling prior to receipt at Utility Trailer. All products shipped to the Customer shall be FOB Utility Trailer's facility unless otherwise agree in writing between the parties.

15. **Sub-Contractors:** Utility Trailer may, in Utility Trailer's sole discretion, retain the services of a sub-contractor meeting Utility Trailer's qualifications to perform any services or provide products contracted for by the Customer. Utility Trailer is fully authorized to invoice the Customer for such services or products at Utility Trailer's standard rates. The Customer may be notified when subcontracted services are required and may be required to approve subcontracted services or products.

16. **Copyright:** The Customer acknowledges and agrees that all process, procedures, services and protocols used to generate results are the sole ownership of Utility Trailer. No rights or ownership of Utility Trailer's copyrights or other intellectual property of Utility Trailer is transferred by invoicing the Customer for the products and or services used in the performance of the service or delivery of products by Utility Trailer. The Customer agrees that it shall not infringe upon any of the intellectual property rights of Utility Trailer.

17. **Delinquent Accounts.** If the Customer fails to make payment within the agreed terms, Utility Trailer shall have the full right to stop all work in progress. In the event any account of the Customer with Utility Trailer becomes delinquent, the Customer agrees to pay any and all collection costs, including all attorneys' fees, contingent, hourly or otherwise (including all related fees and costs), whether or not suit is actually filed, which are in any way related to such account and/or any purchase of goods or services by the Customer from Utility Trailer.

18. **Amendments/ Modifications.** The Customer agrees that this Agreement may be amended and modified only if such amendment or modification is in writing, consisting of a single document signed and dated by both the Customer and Utility Trailer.

19. **Governing Law and Consent to Jurisdiction:** The Customer hereby agrees that this Agreement and all other agreements between Utility Trailer and the Customer shall be deemed to be made and governed by the Laws of the State of Utah. The Customer hereby consents that any legal action brought by Utility Trailer for collection of any fees or invoices not paid by the Customer or other rights as provided in section 20 below shall be brought in a court of competent jurisdiction in Salt Lake County, Utah, or if the action is to be in federal court, in the U.S. District Court for the District of Utah.

20. **Dispute Resolution.** Any dispute or disagreement, other than nonpayment of Utility Trailer's fees or invoices and as otherwise set forth below, relating to the Customer or any product or services provided under this Agreement or under any agreement between the parties, will be settled by confidential, binding arbitration administered by American Arbitration Association ("AAA") pursuant to the AAA Commercial Arbitration Rules and the Procedures. The arbitration venue will be Salt Lake City, Utah. The arbitration will be conducted before a single arbitrator. The arbitrator will be an individual with substantial business experience of at least fifteen (15) years in the corporate and commercial transaction areas or comparable judicial or legal experience in these areas. The arbitrator will be selected as follows: The parties shall request a list of ten (10) arbitrators drawn from the AAA's list of qualified arbitrators (who are experienced in the areas as set forth above and are familiar with the AAA's Procedures). From this list, both parties will each choose one arbitrator and agree on who shall serve as arbitrator. If they cannot agree on an arbitrator, the two (2) arbitrators selected will agree on a third arbitrator from the list of ten (10), who will serve as the arbitrator to conduct the arbitration. The arbitrator will not have the authority to add, change, or disregard any term of this Agreement or under any agreement entered into pursuant to this Agreement, or make and award against



Utility Trailer of any incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by Section 7 above, or the limitation of liability and release and waiver described in Sections 22 and 24 below. The arbitrator's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any dispute between the parties arising out of this Agreement or any agreement entered into pursuant to this Agreement, provided, however, that nothing herein shall prevent any party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of Utility Trailer's trademarks or copyrights, confidential or proprietary information, or manufacturing data, or infringement of its intellectual property, in a court of law.

21. **Third Party Claims:** CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS UTILITY TRAILER AND ITS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS AND SUBCONTRACTORS (EACH AN "INDEMNIFIED PARTY") FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO THE MANUFACTURING AND/ OR OTHER SERVICES PROVIDED BY UTILITY TRAILER TO CUSTOMER, OR THE MANUFACTURE, MARKETING, OR SALE OF CUSTOMERS PRODUCTS OR THAT RELATE TO THE SERVICES.

22. **Release and Waiver:** TO THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES AND RELEASES UTILITY TRAILER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION FOR ANY ALLEGED LOSS, DAMAGE, OR INJURY, OTHER THAN A CLAIM FOR COMPENSATION FROM UTILITY TRAILER PURSUANT TO SECTION 7. THIS RELEASE AND WAIVER COVERS ALL CLAIMS ARISING IN TORT AS WELL AS THOSE ARISING UNDER ANY STATE OR FEDERAL STATUTE, THAT IN ANY WAY ARISE OUT OF, OR RELATE TO, THE SERVICES OR PERFORMANCE OR ALLEGED NON-PERFORMANCE UNDER ANY AGREEMENT BETWEEN THE PARTIES.

23. **Recovery of Legal/Collection Costs:** Should Utility Trailer instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against the Customer in the implementation or protection of Utility Trailer's rights, Utility Trailer shall be entitled to the recovery of all legal fees, costs and/or collection costs arising there from.

24. **Non-Waiver of Rights:** Failure to act on any breach of any of the provisions hereof by the Customer or other act, indulgence or grace by Utility Trailer shall not in any way operate as or be deemed to be a waiver by Utility Trailer of any rights under this Agreement or be construed as a novation thereof.

25. **Severability of Clauses:** Each clause of these conditions of service, except for pricing, is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of services provided, which shall remain in full force and effect.

26. **Electronic Signature:** This Agreement and any related agreement between the parties may be executed and delivered by facsimile, PDF or by means of other electronic signature and such facsimile, PDF or other electronic signatures shall be deemed to be valid and original.

27. **Entire Agreement:** The Agreement, along with the Utility Trailer final quote, the Customer's purchase order (not including any Customer proposed terms or conditions), the Account Terms and Conditions, and Utility Trailer's confirmation of sale contains the entire Agreement between the parties. Any variations, cancellations or additions to this Agreement shall not be of any force or effect unless reduced to writing and signed by the parties.