



Intermountain Concrete Specialties, Inc.

Credit Application & Agreement

425 West 1700 South

Salt Lake City, UT 84115

Phone: (801)486-5311

Approximate Credit Line Seeking: C.O.D. \$1,000-5,000 \$5,000-10,000 \$10,000-Greater\*

\*Credit Limits are set by Intermountain Concrete Specialties only; we are only asking for your desired limit. This in no circumstance guarantees that you will be approved or awarded a specific credit limit.

Open Account Agreement

Please complete the following form in its entirety: Incomplete applications may be returned unprocessed.

Legal Business Name:

Business Name Utilized (If different from above):

Billing Address:

Shipping Address:

City: State: Zip:

Telephone Number: Email Address:

Form of Entity: Corporation Limited Liability Company Partnership Limited Partnership

Sole Proprietorship DBA DBA of Whom?

Other (Describe)

Principal Business Activity: Date Started:

How long in business under its present ownership? (Note: If the Business is sold, acquired, is a party to a merger, or the form of entity is changed, you must notify us in writing within 30 days of change.)

Business License #

Federal I.D. Number #: Contractor License #

Tax Exempt: Yes No Number: if yes, attached certificate must be completed and sent in with application.

Is this business a subsidiary/affiliate of any other entity? Yes No

If yes, identify the entity(ies)

Are purchase orders required? Yes No if so, are only specific individuals authorized to issue purchase orders?

Yes No (Indicate yes only if your company is set up to manage "only authorized individual" situations.) Names of persons

authorized to issue purchase order. (Please provide a sample signature for each identified authorized individual. If such authorization is to be cancelled, you will need to notify us in writing.)

Would you like to have access to Invoices and Statements online? Yes No If yes, what email address do you want associated with your login? Email Address

If you would like to Pay with a Credit Card online. A credit card will need to be saved into our system. Once entered, the CC# will be Tokenized and not be seen by anyone in the company. You must call or stop by a local branch to get these CC# set up. (For more information Contact our Credit Department)

How do you want to receive your Statements? Electronically Through the Mail (Paper)

----- COD Accounts, fill out the above information. All COD Accounts Must Agree and Sign the COD Terms on Page 2. -----

Owners, Members, Partners and/or Officers:

Table with 5 columns: Name, Title, Address, Phone, Social Security

Has this business or any predecessor in interest (General Partners, if general or limited partnership; owner, if sole proprietorship) ever filed a petition in bankruptcy, been the subject of involuntary petition in bankruptcy, or been the subject of a request for receivership? If so, When? State in which filed

Bank References:

Bank: Address: Phone: Checking Account #: Saving Account #: Officer to Contact:

Trade Reference Required:

Table with 4 columns: Company Name, Contact Person, Phone, Address

Signature Required on Reverse Side

## Terms & Conditions of an Open Account

An addition a 1.5% per month interest charge will be charged on all amounts not paid within 30 days after the due date. Both before and after judgment, continuing each month until paid. In the event of a default, the undersigned agrees to pay all the costs of collections. Including fees of any collection agency and attorney's fees whether hourly or contingent, but not less than 25% of the amount due if contingent, together with the cost of court and further agrees that any legal action brought hereunder may be brought in Salt Lake City, Utah. No terms or conditions hereof may be changed except by written consent of Intermountain Concrete Specialties. All sums due for goods and/or services purchased, by, for, or on behalf of the undersigned are payable to Intermountain Concrete Specialties. 425 West 1700 South. Salt Lake City, Utah 84115.

A 1% Credit Card Fee may be charged for Large Payments.

This Agreement shall be binding on the successors and assigns of \_\_\_\_\_  
(Debtor)

The undersigned warrants that he/she has authority to execute this Open Account Agreement and to bind said company to the terms contained herein.

I/We understand, acknowledge, and accept Intermountain Concrete Specialties terms of sale and certify that the information given herein is true and correct.

I/We hereby authorize you or your agent/representatives to secure a business and or non-business consumer credit report to further the evaluation of credit worthiness and agree to the release of credit info including the reporting of credit history to credit reporting agencies. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq. This authorization shall be continuing without expiration and a photocopy, or electronic copy shall be given the same effect as the original.

**COD Terms:** All material will be paid for at time of Pickup. No balances will be carried on the account. COD accounts are for tracking purposes, account pricing, and the elimination of rental deposits only.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Company Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## Personal Guarantee

Jointly and Severally

In consideration of Intermountain Concrete Specialties extending credit to \_\_\_\_\_. I/We the undersigned jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to Intermountain Concrete Specialties, its successors, and assigns from \_\_\_\_\_ and its related entities (hereinafter collect referred to as "Debtor"). Together with interest at the rate of 1.5% per month, on all amounts not paid within 30 days after the due date, both before and after judgment, all costs of collections, including fees of any collection agency, and attorney fees whether hourly or contingent, but not less than 25% of the amount due if contingent. 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 debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all the aforesaid. The filing of a suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentments for payment, demand, protest, notice of protest or diligence. This guarantee shall be a continuing guarantee.

I/We hereby authorize you and your agent/representatives to secure a consumer credit report and agree to the release of credit information including the reporting of credit history to credit reporting agencies. This authorization shall continue without expiration and a photocopy or electronic copy shall be given the same effect as the original.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**This Credit Application must be Signed and Dated to be processed**