

MOUNTAIN CRANE SERVICE

CREDIT APPLICATION

Business Name: _____

Billing Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ Year Established _____

Form of Organization: Corporation ____ Partnership ____ Proprietorship ____ Limited Liability Company ____

Federal Tax ID #: _____ State License No.: _____ D & B # _____ Fiscal Year End _____

Complete the following information for each Corporate Officer, Partner or Individual Proprietor:

Name and Title	Name and Title	Name and Title
Home Address	Home Address	Home Address
City, State, Zip	City, State, Zip	City, State, Zip
Social Security No.	Social Security No.	Social Security No.

Bank Reference:

Name	Branch	Phone	Fax

Trade References:

Name	Address	Phone	Fax

AGREEMENT

Terms: The terms and conditions of this Application shall be applicable to all services provided to Applicant by Mountain Crane Service (the "Company") under any work ticket, invoice or other agreement and shall supplement the terms of any such future agreement. To the extent that any such future agreement is inconsistent with the terms of this Application, other than the guaranty provided below, the future agreement shall control.

Interest: Unless Otherwise agreed in writing, all amounts due to the Company are payable in full within thirty (30) days of the date stated on each invoice. If any amount is not paid on time, a charge of one and one half percent (1.5%) per month of the delinquent balance compounded monthly (or if that amount is not allowed by law, such lower amount as is allowed) shall be added to the sum due until paid.

Financial Information: Contemporaneous with this Application, Applicant has provided the Company with financial statements or financial information in the form requested the Company. Applicant certifies that the provided financial information accurately reflects the financial condition of Applicant and that it has disclosed all outstanding liabilities and other conditions that could adversely affect its financial condition.

Commercial Purposes: Applicant certifies that all services provided pursuant to this Application for which Seller has extended credit shall be used solely for commercial purposes.

Notices: All notices shall be deemed given when delivered in person, by email, by facsimile, or by courier. If notice is sent via United States Postal Service, notice shall be effective three (3) days after it is mailed to the current address supplied by addressee.

Attorney Fees and Costs: In the event any the Company brings suit to enforce this Application or to collect the amounts due from the Applicant or any guarantor for service provided by the Company, the Company shall be entitled to recover all of its reasonable costs, legal expenses, and attorney fees.

Applicable Law: All transactions shall be governed and interpreted by the laws of the state of Utah. Jurisdiction and venue for any action to enforce this Application shall be in Salt Lake County, State of Utah.

Waiver: No waiver of strict compliance with or breach of a term or condition shall be deemed to be a waiver of any subsequent failure of strict compliance or breach. This Application may be modified only be written document signed by Seller.

Entire Agreement: This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Truthfulness of Statements: Applicant certifies that all statements contained in this application or made in connection with this application are true and correct. Applicant understands that any false information provided in connection with this application constitutes a material breach of the Application agreement.

(Name of Company)

(Signature and Title)

(Date)

Personal Guarantee:

Guarantor, in consideration of the Company extending credit to Applicant on behalf of themselves, and of their respective marital communities, if married, jointly and severally personally guaranty any obligation of Applicant to the Company. This is a continuing guaranty of payment for all obligations of Applicant as may hereafter accrue. Guarantor waives notice of acceptance, default and nonpayment and consents to and waives notices of any extension, modification or renewal of the guaranteed obligations.

Dated this _____ day of _____

Guarantor – Print Name

Address

Signature

Phone

Personal Guarantee:

Guarantor, in consideration of the Company extending credit Applicant on behalf of themselves, and of their respective marital communities, if married, jointly and severally personally guaranty any obligation of Applicant to the Company. This is a continuing guaranty of payment for all obligations of Applicant as may hereafter accrue. Guarantor waives notice of acceptance, default and nonpayment and consents to and waives notices of any extension, modification or renewal of the guaranteed obligations.

Dated this _____ day of _____

Guarantor – Print Name

Address

Signature

Phone