

Open Account Credit Application



UTILITY TRAILER SALES OF CENTRAL CALIFORNIA, INC



Please check one branch:

- Lathrop- 12608 S. Harlan Rd. Lathrop, CA 95330
(209)444-8800 Fax (209)444-8820
- Fresno - PO Box 11845 Fresno, CA 93775
2680 S. East Ave. Fresno, CA 93706
(559) 237-2001 Fax (559) 237-5633

Business Name:		Years In Business:	At Present Location:			
Billing Address:		Telephone (Business):				
Ship to address:		Fax Number:				
Resale # (If applicable):	I.C.C./MC#	FED ID #	Business License #			
Ownership: Sole Proprietor _____ Partnership _____ Corporation _____ Other _____						
Name of Principals	Title	Social Security #	D.O.B.	Home Address (City , Zip)	Yrs.	Own Home
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
Trade References	Contact	Telephone	Address		Fax/Email	
Equipment Credit References	Contact	Telephone	Address		Make	
Bank References	Branch/City	Telephone	Officer	Account	Type	
					<input type="checkbox"/> BUS <input type="checkbox"/> CKG <input type="checkbox"/> BUS <input type="checkbox"/> SVG	
					<input type="checkbox"/> BUS <input type="checkbox"/> CKG <input type="checkbox"/> BUS <input type="checkbox"/> SVG	
Purchasers Requirements:		Number of Invoices:	Purchase orders required: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Credit Limit Requested: _____		# Tractors: _____		# Trailers: _____		
In consideration of credit approval by Creditor the undersigned hereby agrees as follows:						
(1) To notify the Creditor in writing of any changes in limitation or address which would affect prompt payment of account.						
(2) Pay for all open account purchase in full on or before the 20th day of the month following the date of purchase. I further agree to a service charge of up to 1 1/2% monthly (18% annually) on any past due account.						
(3) To comply with all additional terms and conditions made with the creditor at time of purchase.						
(4) In the event of default in the terms hereof, the undersigned, jointly and severally, agree to pay all additional sums reasonably incurred by the Creditor including collection costs and reasonable attorney fees.						
Designate the following named person's as the authorized purchasing agents of your company:						
1	2	3				

I hereby authorize Utility Trailer Sales to make a complete credit check on our Company and the principals of same as individuals. I also authorize the above banks and references to release any information that may be requested by Utility Trailer Sales. I certify that this statement is true and correct.

Date _____ Signature _____ Title _____

Date _____ Signature _____ Title _____

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Guaranty

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned unconditionally guarantees and promises to pay all indebtedness of _____ (hereinafter 'Debtor') to the Creditor indicated below. The word 'indebtedness' is used herein in its most comprehensive sense and includes particularly open account balances and also all advances, debts obligations and liabilities of Debtor to Creditor heretofore, now, or hereafter made, incurred or created. This is a continuing guaranty related to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This guaranty shall not apply to any indebtedness created after actual receipt by Creditor of written notice of its revocation as to future transactions.

If the Debtor defaults, Creditor may proceed against the undersigned without waiving or impairing its rights against the Debtor. The undersigned consents to the extension of time of payment and charges incurred by Creditor without *waiving* or impairing Creditor's rights against the undersigned. The undersigned further consents that Creditor may (a) exchange, release or surrender to the Debtor or to any guarantor, pledger, or grantor any collateral, or waive, release or subordinate any security interest, in whole or in part now or hereafter held as security for any of the indebtedness; (b) waive or delay the exercise of any of its rights or remedies against the Debtor or any other person or entity, including, without limitation, any other guarantor; (c) release the Debtor or any other person or entity including, without limitation, any other guarantor; (d) renew, extend, or modify the terms of, any of the indebtedness or any instrument or agreement evidencing the same; and (e) apply payments by the Debtor, other guarantors, or any other person or entity to any of the indebtedness.

The undersigned waives any right to require Creditor to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Creditor's power whatsoever. The undersigned further waives all notices whatsoever with respect to this Guaranty, or with respect to the indebtedness, including but without limitation, notice of : (a) the Debtor's acceptance hereof or its intention to act, or its action, in reliance hereon; (b) the present existence or future incurring of any of the indebtedness or any terms or amounts thereof or any change therein; (c) any default by the Debtor or any surety, pledger, grantor of security, or guarantor; and (d) the obtaining release of any guaranty or surety agreement, pledge, assignment, or other security for any of the indebtedness. The undersigned waives notice of presentment, demand, protest end notice of non-payment, protest in relation to any instrument evidencing any of the obligations, and any other demands and notices required by law, accept as such waiver may be expressly prohibited by law. Creditor may at its election exercise any right or remedy it may have against Debtor or any security held by Creditor, including, without limitation, right to foreclose upon any security by judicial or non-judicial sale, without affecting or impairing in any way the liability of undersigned hereunder except to the extent the indebtedness has been paid.

The terms of this Guaranty shall insure to the benefit of said Creditor, its successors and assigns. The undersigned agrees to pay reasonable attorneys' fees in the event payment is not made upon demand and an attorney is engaged to enforce the undersigned's obligations hereunder.

If there are more than one undersigned, then the obligation of each and all shall be primary and joint and several.

Dated this _____ day of _____ 20_____

Debtor(s): By: _____

By: _____

By: _____