



westroc

### CREDIT APPLICATION – ACCOUNT AGREEMENT

**THIS APPLICATION IS VALID ONLY IF SIGNED BY OWNER/PARTNER/CORPORATE OFFICER ON REVERSE SIDE**

COMPANY NAME:	PHONE #:
ADDRESS:	FAX #:
	MOBILE #:
BILLING ADDRESS:	A/P CONTACT:
REQUESTED CREDIT LIMIT:	EMAIL:

**OWNERSHIP:**  PROPRIETORSHIP  PARTNERSHIP  LLC  CORPORATION  
STATE/DATE: \_\_\_\_\_

DATE BUSINESS WAS STARTED:	TYPE OF BUSINESS:
FEDERAL ID #:	DO YOU REQUIRE A PURCHASE ORDER?
CONTRACTORS LICENSE #:	SALES TAX EXEMPT?
NUMBER OF EMPLOYEES:	RESALE #:

**OWNERS/PARTNERS/CORPORATE OFFICERS:**

NAME/TITLE:	HOME PHONE #:	SOCIAL SECURITY #	HOME ADDRESS:	DATE OF BIRTH
1.				
2.				
3.				

**BANK REFERENCE:**

NAME:	CHECKING ACCOUNT #:
ADDRESS:	LOAN ACCOUNT #:
	PHONE #:
CONTACT NAME:	FAX #:

**TRADE REFERENCES:**

1. NAME:	ACCOUNT #:
ADDRESS:	PHONE #:
	FAX #:
2. NAME:	ACCOUNT #:
ADDRESS:	PHONE #:
	FAX #:
3. NAME:	ACCOUNT #:
ADDRESS:	PHONE #:
	FAX #:

(PLEASE SEE NEXT PAGE)

Westroc, Inc. 670 West 220 South Pleasant Grove, Utah 84062

Pleasant Grove (801) 785-5600 Salt Lake City (801) 364-1616 Nephi/Mona (435) 623-4240 Highland (801) 756-7294 Fax (801) 785-7408  
Central Utah (435) 462-2058

**TERMS AND CONDITIONS:** The person, partnership, LLC, or corporation ("Client") and each individual guarantor ("Guarantor") entering into this Credit Application Account Agreement (both hereinafter referred to as the "Agreement" with Westroc, Inc. (WR) do hereby agree with WR, as follows:

1. **DEFINITIONS:** Except where otherwise expressly stated in this Agreement, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code as adapted and presently effective in the State of Utah.
2. **AGREEMENT BETWEEN MERCHANTS:** This Agreement shall be deemed an agreement between merchants as that term is defined by the Uniform Commercial Code of the State of Utah.
3. **PAYMENT TERMS:** Payments, unless otherwise agreed in writing are due net 30 or the 30<sup>th</sup> of the month following purchase. A 2% discount will be allowed when payment is received in our office by the 20<sup>th</sup> of the month following purchase of current purchases only. Discounts are not allowed if client has any past due invoices beyond the net 30 days.
4. **FINANCE CHARGES:** Client agrees to pay according to the terms of this Agreement and of each invoice. Finance charges at the rate of 1½ % per month, 18% per annum (A.P.R.) will be charged on any invoice or fraction thereof remaining unpaid after sixty (60) days beyond the last day of the month of purchase.
5. **TAXES:** Client agrees to pay all applicable sales and use taxes on any products or services sold to Client by WR
6. **SEVERABILITY:** If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element and as so modified the clause shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from this Agreement. The modification or deletion of any unconscionable clause shall not affect the remaining provisions of the agreement.
7. **CREDIT APPROVAL:** This Agreement is not binding on WR until accepted by WR. Client and Guarantor do hereby waive notice of acceptance of this Agreement.
8. **AUTHORIZATION:** Client and Guarantor do hereby grant WR authorization to obtain and/or review any consumer or commercial credit agency records, and to contact any credit references for establishing and maintaining credit with WR. WR will hold all such information confidential. Client and Guarantor agree to provide such additional financial data and/or documents that WR may feel are necessary.
9. **DEFAULT:** In the event of default by Client on payment terms established by WR, WR shall have the option of refusing to perform further under this and any other existing agreement between the parties that WR may elect, and WR may rescind any agreements between the parties.
10. **ATTORNEY FEES AND EXPENSES:** In the event of default the Client and Guarantor agree to pay any and all costs incurred by WR arising from any breach of this account agreement, including attorney fees and legal costs.
11. **RETURNED CHECKS:** For any returned check despite reason for return, Client agrees to pay a returned check charge of \$20.00.
12. **JURISDICTION AND VENUE:** The laws of the State of Utah shall govern this Agreement. The federal and state courts of the State of Utah shall have exclusive jurisdiction of all disputes arising from this Agreement. Venue for any lawsuit or dispute arising out of this agreement shall be in 4<sup>th</sup> District Court of Utah County, unless WR otherwise chooses or statute prevents.
13. **PERSONAL GUARANTEE:** In consideration of WR selling goods and services to Client, the Guarantor does with this personally guarantee, absolutely and without condition, the payment of any indebtedness of Client incurred pursuant to this Agreement. The Guarantor specifically understands that the account of the Client may, from time to time, be paid in full and new indebtedness subsequently created and the Guarantor specifically agrees that his continuing guarantee shall cover all such indebtedness subsequently created.  
If legal action is taken to enforce this guarantee or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against Client or any other guarantor of Client's obligations to WR.  
Until all indebtedness hereby guaranteed has been paid in full, Guarantor shall not have the right to cancel personal guarantee unless expressly granted in writing by WR.

THE UNDERSIGNED HAS READ, UNDERSTOOD AND DOES HEREBY ACCEPT ALL THE TERMS AND CONDITIONS OUTLINED ABOVE. IF EITHER A CREDIT OR C.O.D. ACCOUNT IS OPENED, THE SAID TERMS AND CONDITIONS SHALL BE BINDING.

\_\_\_\_\_  
SIGNATURE OF PERSON, OWNER, PARTNER, OR OFFICER

\_\_\_\_\_  
PRINTED/TYPEWRITTEN NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSONAL GUARANTOR

\_\_\_\_\_  
PRINTED/TYPEWRITTEN NAME AND TITLE

\_\_\_\_\_  
DATE