

SAMPLE OPEN ACCOUNT AGREEMENT

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

Please type or print legibly

Legal Business Name: _____

Business Name utilized (if different from above): _____

Billing Address: _____

Shipping Address: _____

City, State, Zip: _____

Telephone Number: _____

Form of Entity: _____

Corporation Limited Liability Company Partnership Limited Partnership Sole Proprietorship

DBA DBA of whom? _____ Other (describe) _____

Principle 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 the entity is changed, you must notify us in writing, by certified mail, within (____) days of such change.

Federal I.D. #: ____-____ Tax Exempt: Yes ____ No ____ Number: _____ *If Yes, attached certificate must be completed.*
(or, if yes, attach certificate.)

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 orders:

Please provide a sample signature for each identified authorized individual. You must notify us in writing to cancel any such authorization.

Owners, Members, Partners and/or Officers:

Name	Title	Home Address	Home Phone	Social Security #
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Please provide a copy of your most recent monthly/quarterly and annual financial statements and state whether your annual financial statements are audited by independent CPA's _____, reviewed by independent CPA's but un-audited _____, or prepared/reviewed only by customer _____.

Bank References:

Bank: _____ Address: _____ Phone: _____

Checking Account #: _____ Savings Account # _____

Officer to Contact: _____

Trade References:

Company Name	Address	Contact Person	Phone Number
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Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership? Yes__ No __
If so, when? _____ State in which filed: _____

Signature required on reverse side
TERMS & CONDITIONS OF OPEN ACCOUNT
(Please Read Carefully)

Sample Terms

PAYMENT TERMS ON EQUIPMENT PURCHASES AND RENTAL AGREEMENTS ARE NET 10 DAYS. PAYMENT TERMS ON SERVICE AND PARTS SALES ARE NET 30 DAYS. (Your Company) reserves its right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. Customer agrees to review immediately upon receipt, each of (your company)'s statements and advise of (your company) of any discrepancy/dispute within 20 days of receipt of each such statement, together with a written statement for any discrepancy/dispute for any amount in excess of \$_____ on any single statement. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

An additional ____% per month interest charge will be charged on all amounts not paid within 30 days after due date, both before and after judgment, and continuing each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and attorneys fees whether hourly or contingent, but not to be less than ____% of the amount due if contingent, together with costs of court and further agrees that any legal action brought hereunder may be brought in ____ (County) ____, Utah. No terms or conditions hereof may be changed except by written consent of ____ (Your company) ____. All sums due for rentals, goods and/or services purchased, by, for, or on behalf of the undersigned are payable to (Your company at your address, city, state, zip code, county, state).

This Agreement shall be binding upon the successors and assigns of __ (Debtor) __ (“Debtor”) and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

I/we hereby authorize you or your agent/representative to secure a credit report regarding Debtor from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting there from. Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

SIGNATURE REQUIRED TO PROCESS

DATED this ____ day of _____, 20____.

Debtor _____

By _____
Print Name

Title _____

Debtor SSN/EIN _____

Address _____

Phone _____ Fax _____ E-mail _____ Contact Person _____