

MOUNTAIN

Please complete this form and email to credit@mountaincrane.com

CUSTOMER SET-UP

Business Name: _____
Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Physical Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: _____ **Fax:** _____ **Year Established:** _____

Business Type: Corporation Limited Liability Company Partnership Sole Proprietorship Other
State of Incorporation/Organization : _____ **State ID No #:** _____ **Date of Organization :** _____
Federal Tax ID #: _____ *(Please provide copy of Articles of Incorporation, Articles of Organization, or Partnership Agreement)*
Dunn & Bradstreet #: _____ **Fiscal Year End:** _____

Ownership Information

Name of Owner/Principal (% ownership)	Residence address	Phone Number	Social Security #
_____	_____	_____	_____
Name of Owner/Principal (% ownership)	Residence address	Phone Number	Social Security #
_____	_____	_____	_____

For Sole Proprietorship please provide the following information:

Spouse Name (Full Legal)	Social Security #	Date of Birth
_____	_____	_____

Accounting/Banking Information

AP Representative _____ **Email:** _____ **Telephone #:** _____

Purchase order required YES NO

TERMS AND CONDITIONS

Terms: The terms and conditions of this Application shall be applicable to all services provided by Mountain Crane Service, LLC (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 not allowed by law, such lower amount as is allowed) shall be added to the sum due until paid.

Financial Information: With this Application, Applicant has provided the Company with certain financial information and agrees to provide any additional information request by the Company. Applicant certifies that the financial information provided 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 lie exclusively 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.

APPLICANT:

(Signature) (Title) (Date)

Approved:

(Signature) (Title) (Date)

Personal Guarantee:

Guarantor, in consideration of the Company extending credit to Applicant personally guaranties any obligation of Applicant to the Company. This is a continuing guaranty of payment for all obligations of Applicant as may now exist or 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