

# APPLICATION FOR CREDIT



**Heritage Industries**  
 4988 W. 150 S. Salt Lake City, UTAH 84104  
**Phone: 385-257-7960**  
**Email: accountsreceivable@hibuilds.com**

Rep Name:

## GENERAL INFORMATION

Applicant Name		Trade Name (if different)			
Physical Address	City	State	Zip	County	
Billing Address	City	State	Zip	County	
Primary Business Phone #	Primary Email		Bus. Start Date		
Business Contact	Title	Phone #		Email	
Business Contact	Title	Phone #		Email	
Business Type	<input type="radio"/> Sole Proprietorship <input type="radio"/> Corporation <input type="radio"/> General Partnership <input type="radio"/> LLC <input type="radio"/> Other:				

Prime Authorized Users:

Name Has business or any principal ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name Any outstanding liens or judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name PO's Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Federal ID Number	Sales Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If yes, please attach copy of exemption certificate</small>	Number of Employees      Requested Limit

## FINANCIAL INFORMATION

Bank	Contact Name and phone# or EMAIL	Checking Balance	Line of Credit used	Line of Credit Available	Installation Loan	Aggregate Bal
Finance Co/ Bank	Contact Name and phone# or EMAIL	Checking Balance	Line of Credit used	Line of Credit Available	Installation Loan	Aggregate Bal
(1)	Trade Reference	City	State	Phone #	Email	
(2)	Trade Reference	City	State	Phone #	Email	
Insurance Company (When renting/leasing please provide us with an insurance certificate adhering to Wheeler's Insurance requirements.)	Contact	Phone	Email			
Bonding Company	Contact	Phone	Email			

## INFORMATION ON OWNER / PRINCIPALS

The undersigned authorizes us, our designees, and/or assignees, to review of his/her personal credit profile periodically in connection with credit extended.

Name	Title	Birthdate	SSN #
Home Address	Phone #	% of Ownership	Time as owner
Net Worth \$	Annual Income \$	Monthly House Payment \$	<b>SIGNATURE</b>

Name	Title	Birthdate	SSN #
Home Address	Phone #	% of Ownership	Time as owner
Net Worth \$	Annual Income \$	Monthly House Payment \$	<b>SIGNATURE</b>

## ACCOUNT TERMS & CONDITIONS

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Applicant") acknowledge that in the event this Application for Credit is accepted and approved by Heritage Industries, and/or affiliates (hereinafter collectively referred to as "HERITAGE"), a credit account will be opened in the name of Applicant. Applicant agrees to each and every term and condition set forth below in consideration of the opening of a credit account by HERITAGE. Applicant and each other person signing this application warrants and represents that the information provided on this application is complete and accurate, and is provided for the purpose of obtaining credit in an amount set by HERITAGE's credit policies and procedures. Applicant hereby authorizes HERITAGE, and/or assignees or designees, (these entities referred to as "we" "us" or "our") to obtain credit and financial information from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise us of its credit experience with, and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate and release any credit information, including but not limited to Applicant's balance sheet, cash flow statement, and income statement to us, which we may share among ourselves. Further, Applicant and each other person signing on behalf of Applicant and/or as Guarantor (defined below), agrees that we may obtain personal and/or business credit reports with respect to Applicant and each such person, in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, or assisting in taking collection activity. Applicant understands that any decision to grant or deny credit by HERITAGE will be made by HERITAGE. The fact that this application contains reference to "amount of credit applied for" or "requested limit" shall not limit Applicant's liability. Applicant acknowledges and agrees that the extension of credit does not obligate any other entity to extend credit to Applicant. Applicant also acknowledges, agrees and understands that we, in our sole discretion, may refuse to extend credit to Applicant in connection with any credit transaction.

**ACCOUNT TERMS & CONDITIONS CONTINUED FROM PAGE 1**

Applicant agrees to the following rights and responsibilities if credit is extended:

- 1. OPEN ACCOUNT PAYMENT TERMS:** Applicant agrees to pay for goods, services, leases, and other items charged to its open account upon receipt of invoice. **Payment is late if not received by HERITAGE at 4055 S. 500 W. Murray, UT 84123 within ten (10) days of invoice date for machine sales and within thirty (30) days of invoice date on all other invoices.** If no invoice is issued or received, Applicant agrees to pay upon receipt of the monthly statement or within thirty (30) days of delivery of goods or services, whichever occurs first. All amounts charged to the Applicant's open account are Applicant's responsibility. In the event a credit account is not approved, or credit terms have been rescinded, all goods and services must be paid for at the time of delivery or order. A late charge of two percent (2%) per month will be assessed on the past due balance until it is paid in full. **Applicant is required to advise HERITAGE, in writing, of any disputed invoices or statements within ten (10) days of receipt of the same. Failure to notify HERITAGE in writing of any dispute within such time shall constitute an absolute waiver of all such disputes by Applicant.**
- 2. BUSINESS PURPOSE:** Applicant represents and warrants that all goods and services purchased, or leased, by Applicant from HERITAGE are for business, commercial or agricultural purposes, and not for personal, family, or household use.
- 3. DEFAULT:** Payment shall be made when due. Failure to make a timely payment or otherwise comply with the terms of this agreement shall result in a default. In the event of a default, Applicant agrees to reimburse and pay HERITAGE for all expenses, costs, collection agency costs, and attorney fees incurred or expended by HERITAGE as a result, whether or not suit is commenced. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between HERITAGE and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal courts located in Salt Lake City, Utah. Applicant expressly waives sovereign immunity and all other venue rights and consents to the enforcement of this and any other agreement with HERITAGE in Salt Lake County, Utah. If Applicant becomes insolvent or if Applicant breaches any term or condition herein, or breaches any other agreement between HERITAGE and Applicant, or if for any reason HERITAGE deems itself insecure, HERITAGE may terminate the agreement and close the credit account immediately. **Applicant expressly waives sovereign immunity with respect to any default hereunder and under any other agreement with HERITAGE.**
- 4. INDEMNITY:** Applicant shall indemnify and hold HERITAGE harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising from Applicant's negligence, breach, or willful misconduct, resulting in the death or bodily injury of any person, or the damage or destruction of any property. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to, lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by HERITAGE. HERITAGE makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Operator training is Applicant's responsibility for all equipment.
- 5. GOVERNING DOCUMENTS:** Except as expressly stated herein, no party to this agreement shall be obligated to the other except as set forth herein. Notwithstanding anything the contrary in any purchase order or other documents(s) issued by Applicant, HERITAGE rejects additional or different terms proposed by Applicant or any attempt by Applicant to vary the terms herein. Any additions or modifications to these terms shall not be binding on HERITAGE, unless they are set forth in a written document executed by a General Manager of HERITAGE. Applicant acknowledges and agrees that if HERITAGE receives a purchase order from Applicant, HERITAGE has no obligation to verify its accuracy or validity.
- 6. NON-WAIVER:** Nothing contained herein shall be construed as a waiver by HERITAGE of any lien rights or any rights which it may now have, or hereafter acquire, by law nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances. No waiver or modification of any part of this agreement shall be valid unless expressed in writing and executed by Applicant and HERITAGE.
- 7. INSURANCE & RISK OF LOSS:** Applicant, at its sole expense, shall keep leased/rented equipment insured for the term of any lease/rental and any renewals or extensions thereof, for the full retail fair market value thereof, against all risk of loss or damage including without limitation public liability and property damage. Applicant shall, on request of HERITAGE, deliver to HERITAGE the policies or evidence of insurance. All insurance policies must provide that no cancellation thereof shall be effective without thirty (30) days prior written notice to HERITAGE. Risk of loss of goods shall pass to Applicant as soon as the goods are properly loaded on the carrier. HERITAGE's responsibility for shipment ceases upon delivery of the goods to a transportation company. Applicant shall carry such fire and other insurance as necessary to protect its interest and the interest of HERITAGE. Any claim by Applicant for shortage in shipment not made within ten (10) days after receipt of the shipment shall constitute a complete waiver of such claim. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach.
- 8. SECURITY INTEREST:** To secure payment and performance of all obligations to HERITAGE, Applicant hereby grants HERITAGE a continuing security interest in all 1) equipment, machinery, machinery attachments, and materials; 2) contract rights; 3) inventory, chattel paper, proceeds, and fixtures; and 4) products provided to Applicant by HERITAGE.
- 9. ASSIGNMENT:** No right or interest in this agreement shall be assigned by Applicant without the written permission of HERITAGE, and no delegation of any obligation owed or of the performance of any obligation by Applicant shall be made without written permission of HERITAGE. Any attempted assignment or delegation by Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with the terms stated herein. Applicant agrees that HERITAGE may assign, sell or encumber all or any part of this account with or without notice to Applicant.
- 10. RENTAL/LEASE REPAIRS:** Applicant, at its own cost, shall keep rental/leased equipment in good repair and working order. If Applicant fails to properly maintain and repair the equipment, HERITAGE, whether during or after the rental/lease, may repair the equipment without prior notice to Applicant. Applicant shall be responsible for all damages to said equipment beyond normal wear and tear and for the cost of repair. Rent shall continue to accrue until the equipment is returned in good repair.
- 11. CHANGE OF TERMS:** The terms and conditions of Applicant's accounts may be changed by HERITAGE at any time.
- 12. MISCELLANEOUS:** Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority. Applicant shall furnish to HERITAGE, from time to time, promptly upon request, a) complete financial statements pertaining to Applicant's operations and financial condition, in such form and detail as HERITAGE shall request; and b) all other information and documents that HERITAGE may reasonably request. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to HERITAGE, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to HERITAGE. Applicant agrees to an inactivity fee of \$60 per year against any credit balance presumed abandoned (no activity for 12 months) by Applicant. A \$30 service charge applies to each dishonored check, similar instrument, or electronic payment received by HERITAGE. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Applicant must notify HERITAGE in writing of any change of ownership, the name of the business or structure of the business under which credit is established. HERITAGE reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure. If HERITAGE denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to HERITAGE, 4901 West 2100 South SLC, UT 84120 within sixty (60) days from the date on which Applicant was notified of the denial. HERITAGE will send Applicant a written statement with the reason(s) for the denial with thirty (30) days from receiving Applicant's written request.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit Applicants on the basis of race, color, religion, national origin, sex marital status, age (provided the Applicant had the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

<b>*SIGNED</b>	<b>Title</b>	<b>Print Name</b>	<b>Date:</b>
<b>CONTINUING GUARANTY – Generally required for all Partnership, LLC and non-publicly traded Companies</b>			
<p>The undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations to HERITAGE. Guarantor waives presentment, demand, protest, and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of this agreement or of Applicant's nonperformance or breach of this agreement. The payment obligations of Guarantor are the direct, primary, and continuing obligations of Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several. By signing below, the Guarantor also agrees, individually and not on behalf of Applicant, that HERITAGE or their respective designees may obtain credit reports on Guarantor from credit reporting agencies, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide HERITAGE with such credit reports upon request. Each of the terms of the Open Account Terms &amp; Conditions is incorporated herein by this reference.</p>			
<b>*SIGNED</b>	<b>Print Name</b>	<b>Print Name</b>	<b>Date:</b>
<b>SIGNED</b>	<b>Print Name</b>	<b>Print Name</b>	<b>Date:</b>

**\*\*PLEASE INCLUDE A COPY OF YOUR DRIVER LICENSE WITH APPLICATION\*\***