

CREDIT APPLICATION



4212 S Hwy 191, Rexburg, ID 83440
Phone: (208) 356-4581 Fax: (208) 356-4251

In consideration of Mountain West, L.L.C. extending credit to the account of:

Company Name: _____

Mailing Address: _____ **Phone #:** _____

City: _____ State: _____ Zip: _____ Fax #: _____

Street Address: _____ **Phone #:** _____

City: _____ State: _____ Zip: _____ Fax #: _____

Shipping Address: _____ **Phone #:** _____

City: _____ State: _____ Zip: _____ Fax #: _____

Date Started: _____ **Federal ID#:** _____ **Social Security #:** _____

Employees: _____ **Annual Sales:** _____ **Sales Area:** _____

Type of Business: _____ **Corp** _____ **Partnership** _____ **Proprietorship** _____ **Individual** _____

If a Corporation – Under what state law is corporation: _____ **Date Incorporated:** _____

If a subsidiary – Name and address of Parent Company: _____

Is a Purchase Order required? YES / NO Estimated monthly purchases from Mountain West: \$ _____

Is this purchase Taxable? YES / NO If YES – what percent _____ % State _____
_____ % County _____
_____ % City _____

If NO - Resale Number _____ (attach copies of tax certificates)

Principals Name: _____ **Position:** _____

Residence Address: _____ **SS#:** _____

City: _____ State: _____ Zip: _____ **Drivers License #:** _____

Phone #: _____ **Cell #:** _____ **Fax #:** _____

Principals Name: _____ **Position:** _____

Residence Address: _____ **SS#:** _____

City: _____ State: _____ Zip: _____ **Drivers License #:** _____

Phone #: _____ **Cell #:** _____ **Fax #:** _____

Principals Name: _____ **Position:** _____

Residence Address: _____ **SS#:** _____

City: _____ State: _____ Zip: _____ **Drivers License #:** _____

Phone #: _____ **Cell #:** _____ **Fax #:** _____

Principals Name: _____ **Position:** _____

Residence Address: _____ **SS#:** _____

City: _____ State: _____ Zip: _____ **Drivers License #:** _____

Phone #: _____ **Cell #:** _____ **Fax #:** _____

And selling materials to the customer pursuant to this agreement, in reliance upon the representations set forth in this application by customer, incorporated herein by reference, the customer agrees as follows:

1. Customer represents and warrants that the undersigned is fully authorized to enter into this Agreement by and on behalf of the customer.
2. Customer understands and agrees that all the accounts are due and payable according to the terms of Mountain West invoice. If customer fails to Pay Mountain West invoice as due, customer agrees to pay a LATE PAYMENT CHARGE computed at a RATE OF 1.75% per month, or an ANNUAL PERCENTAGE RATE OF 21% on the previous unpaid balances, or the maximum late charge allowed by law. Payment of late payment charges are not an alternative to payment when due.
3. Customer understands and agrees to pay reasonable non-sufficient check charges, including but not limited to bank charges, as allowed by law.
4. Customer hereby waives demand and notice of nonpayment of any past due accounts.
5. Mountain West may assign, in whole or in part, an account(s) to any other entity. An assignee shall have all the rights of an assignor, including but not limited to, the right to collect past due accounts and any right of setoff.
6. If Mountain West, in its sole discretion, deems it necessary or advisable to bring legal action, to enforce any provision, or to collect any past due account hereunder, the Customer and Applicant shall pay to Mountain West all court costs and any and all expenses associated with collecting the account balance. Including reasonable attorneys' fees or collection fees incurred in any such proceedings, and all such cost or expenses shall be entitled to the benefit of any lien securing any payment hereunder.

7. Customer represents and warrants that any materials purchased under this Agreement are and shall be used as inventory for business purposes, and not for any personal or household uses of the undersigned, and that this agreement is not a consumer credit contract within the meaning of the applicable State statutes.
8. All materials supplied by Mountain West shall be of standard grade unless otherwise specified in writing. SUCH WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PURCHASE(S) PURSUANT TO THIS AGREEMENT. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.
9. Any claim for defective material for breach of this warranty must be called into Mountain West within twenty-four (24) hours from the date of delivery. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials.
10. It is understood and agreed that Mountain West liability, whether in contract, in tort, under any warranty, in negligence, or otherwise, shall be limited to the price of any materials shown to Mountain West satisfaction to have been defective. Under no circumstances shall Mountain West be liable for special, indirect, or consequential damages.
11. This Agreement and any steps to enforce the provisions hereof shall not be construed as a limitation or election of any remedies that the parties may have to protect their rights hereunder or for the materials delivered hereunder.
12. This Agreement governs only the terms of sale with Mountain West, upon delivery of materials and is in no way a commitment by Mountain West, to deliver any material whatsoever.
14. Mountain West reserves the right in its sole discretion to terminate, at any time, customers credit account opened by such entity pursuant to this Agreement.

Credit References:

Name: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____
 High Credit: _____ How long been doing business? _____

Name: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____
 High Credit: _____ How long been doing business? _____

Name: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____
 High Credit: _____ How long been doing business? _____

Name: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____
 High Credit: _____ How long been doing business? _____

Bank Information:

Name of Bank: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____ Contact: _____
 Type of Account: _____ Account # _____ Avg Balance: _____
 How long has account been open? _____

Name of Bank: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____ Contact: _____
 Type of Account: _____ Account # _____ Avg Balance: _____
 How long has account been open? _____

Name of Bank: _____ Phone #: _____
 Address: _____ Fax #: _____
 City: _____ State: _____ Zip: _____ Contact: _____
 Type of Account: _____ Account # _____ Avg Balance: _____
 How long has account been open? _____

I certify that all the information given is true and correct and hereby authorize any of the references listed above to provide you with any and all information requested by you.

 Signature Date

Personal Guarantee:

In consideration of credit extended by Mountain West LLC to the above named applicant for merchandise or service to be purchased whether applicant be an individual, individuals, a proprietorship, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Mountain West LLC the faithful payment, when due, of all accounts of said applicant for purchases made. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of the guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant of with respect to any security held by Mountain West LLC, extension of time of payment to applicant, acceptance of partial payment of partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to Mountain West LLC.

Signature

Date

Official use only

Sales Person	Sales Rep	Comm %	Territory	Requested Terms	Cust Code	Requested Credit Limit