

MAMMOTH MACHINERY LLC. | BUSINESS CREDIT APPLICATION



1. COMPANY INFORMATION

Full Legal Name/Business Entity	Phone Number	Fax Number
Doing Business As (DBA)		
Billing Address (If different from above)	City	State Zip
Company Type: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Franchisee <input type="checkbox"/> Corporation Other <input type="checkbox"/>		

2. BUSINESS CREDIT INFORMATION

Federal Tax I.D. (if incorporated)	Principal business for firm	Year business established
At present location since	Is business incorporated?	If so, under laws of what state?
Credit line requested	Incorporated for \$	

*Please list all branch/affiliate store operations on back of application

3. BANK REFERENCES

Bank Name	Account #	Contact
Address	City	State Zip Phone
Bank Name	Account #	Contact
Address	City	State Zip Phone
Bank Name	Account #	Contact
Address	City	State Zip Phone

4. CREDIT REFERENCES

Company Name _____		Contact _____		
Address _____	City _____	State _____	Zip _____	Phone _____
Company Name _____		Contact _____		
Address _____	City _____	State _____	Zip _____	Phone _____
Company Name _____		Contact _____		
Address _____	City _____	State _____	Zip _____	Phone _____

PAYMENT TERMS ON EQUIPMENT PURCHASES AND RENTAL AGREEMENTS ARE NET 10 DAYS. PAYMENT TERMS ON SERVICE AND PARTS SALES ARE NET 30 DAYS. Mammoth Machinery, LLC 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 Mammoth's statements and advise of Mammoth 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 \$100 on any single statement. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

In the event any balance due is not paid timely, payments may be applied first to costs of collection, attorneys' fees and interest and then to principle even though the invoices being paid are designated on the payment remittance. Interest at the rate of 2.0% per month 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 in the amount of not less than 15.0% of all amounts due, and attorneys' fees whether hourly or contingent, but not to be less than 15.0% of the amount due if contingent, together with costs of court and further agrees that any legal action brought hereunder may be brought in Davis County, Utah. No terms or conditions hereof may be changed except by written consent of Mammoth Machinery LLC. All sums due for rentals, goods and/or services purchased, by, for, or on behalf of the undersigned are payable to Mammoth Machinery LLC, 295 South 1200 W, N. Salt Lake, UT 84054.

This Agreement shall be binding upon the successors and assigns of Customer ("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, to all rental agreement terms, 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.

Credit Report Authorization

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 ____.

Signature Debtor SSN/EIN _____

By _____ Debtor address: _____
Print Name _____

Title _____ Contact Person _____

Phone _____ Fax _____ E-mail _____