



**FIVE PEAK, INC.**  
**EQUIPMENT RENTALS & SALES**  
 P.O. BOX 1865 ROOSEVELT, UTAH 84006  
 SHANE LONG (435) 823-1228 - VIC OSTBERG (385) 242-5010

***CREDIT APPLICATION AND AGREEMENT***

NAME OF PURCHASER		CHECK APPROPRIATE BOX DBA _____ CORPORATION _____ PARTNERSHIP _____ LLC _____			
BUSINESS ADDRESS		BILLING ADDRESS (IF DIFFERENT)			
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE			
TELEPHONE NUMBERS OFFICE _____ MOBILE _____ HOME _____ FAX _____ EMAIL _____					
<i>Complete this Section if Home Owner</i>					
NAME OF OWNER		PRESENT EMPLOYER		TELEPHONE NUMBER	
HOME ADDRESS		YEARS	PREVIOUS EMPLOYER (if less than three years)		
CITY, STATE, ZIP CODE		HOME TELEPHONE		SOCIAL SECURITY NUMBER	
<i>Complete this Section if Business or Corporation</i>					
OWNER / OFFICER NAMES & ADDRESS		TITLE		SOCIAL SECURITY NUMBER	
OWNER / OFFICER NAMES & ADDRESS		TITLE		SOCIAL SECURITY NUMBER	
OWNER / OFFICER NAMES & ADDRESS		TITLE		SOCIAL SECURITY NUMBER	
TYPE OF BUSINESS	STATE OF INCORPORATION	CREDIT REQUESTED	DATE OF INCORPORATION		
FEDERAL TAX ID#	CONTRACTORS LICENSE #	STATE OF LICENSE	DO YOU REQUIRE P.O. # ON INVOICES YES _____ NO _____		
WORKERS' COMP POLICY#	CONTACT PERSON FOR ACCOUNT PAYMENT			TELEPHONE NUMBER.	
BOND SURETY COMPANY	AMOUNT \$	CITY & STATE	TELEPHONE NUMBER	CONTACT PERSON	
<i>Credit Information</i>					
CREDIT AND TRADE REFERENCES					
NAME	CITY & STATE	CONTACT	TELEPHONE #	ACCOUNT #	
1 _____	_____	_____	_____	_____	
2 _____	_____	_____	_____	_____	
3 _____	_____	_____	_____	_____	
BANK REFERENCE					
BANK NAME	CITY & STATE	ACCOUNT TYPE	TELEPHONE #	ACCOUNT #	
1 _____	_____	_____	_____	_____	
<i>Project Information</i>					
PROPERTY OWNER	STREET ADDRESS		LOT #	FINANCED BY	

*Credit Application and Agreement must be signed and dated on reverse side by Purchaser or authorized agent.*

# **CREDIT APPLICATION AND AGREEMENT TERMS AND CONDITIONS**

In consideration of this application being approved and credit being extended by Five Peak, Inc. on open account to Purchaser, Purchaser agrees to be bound by the following terms and conditions (the "Agreement"):

- A By state law, Five Peak Inc., will bill for sales tax until an exemption certificate is received. If sales are tax exempt, please attach certificate.
- B. The approval of credit and the credit availability are determined at the sole discretion of Five Peak Inc. and may be terminated by Five Peak Inc. at any time with or without prior notice.
- C. Payment in full is due by the 15<sup>th</sup> day of the month following purchase. All payments are payable to Five Peak, Inc. at PO Box 1865 , Roosevelt, Utah 84066, or at any other location determined at the sole discretion of Five Peak, Inc.
- D. Balances not paid in full when due will incur service charges at the rate of 1 ½% per month, which is 18.0% annual percentage rate. Service charges accrue and are charged on all invoice amounts not paid by the due date, both before and after judgment, and continuing each month until paid in full.
- E. If the Purchaser defaults against these credit terms, Purchaser is liable to pay all costs of collection, including court costs and reasonable attorney fees, whether or not suit is actually filed.
- F. Purchaser agrees that any legal action brought hereunder may, at the sole discretion of Five Peak, Inc., be brought in Salt Lake County, State of Utah. Purchaser agrees to jurisdiction and venue in Salt Lake County, State of Utah.
- G. This Agreement constitutes the entire, full and complete integration of the terms by which Purchaser agrees to be bound concerning the Agreement, and supersedes all prior agreements and negotiations. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by a written instrument signed by Five Peak, Inc. Oral statements made by salespeople or other representatives are not binding on Five Peak, Inc.
- H. No delay or failure by Five Peak Inc. to exercise or enforce, at any time, any right or provision of this Agreement will be considered a waiver thereto or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. Any waiver of any right hereunder in a specific circumstance will not be deemed a waiver of that right in any other circumstances or a waiver of any other right.
- I. To secure the payment by Purchaser of all credit extended by Five Peak Inc., Purchaser grants to Five Peak, Inc. and its affiliates and assigns a security interest in all equipment and inventory of Purchaser, whether now owned or hereafter acquired by Purchaser, and all proceeds thereto, purchased with credit from Five Peak Inc. and its affiliates. Purchaser authorizes Five Peak Inc. to file financing statements and other documents to maintain perfection in its security interest granted hereby.

The information submitted on this application is for the purpose of obtaining credit and is warranted to be true. I agree to the stated credit terms of this Agreement. I hereby authorize Five Peak, Inc. and its authorized agent(s) to investigate and employ any credit information bureau service and/or the investigative agency and/or any other persons pertaining to my credit and financial responsibility and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U S C @ 1681 et seq.

I certify that I am the Purchaser or the authorized agent of the Purchaser and that I have authority to bind the Purchaser to the credit terms.

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

## **PERSONAL CONTINUING GUARANTY AGREEMENT**

In consideration of credit being extended by Five Peak, Inc. to the above-named Purchaser, the undersigned ("Guarantor" or "Guarantor(s)") hereby jointly, severally and unconditionally guarantee to Five Peak, Inc. and its successors and assignees, the full and prompt payment when due of all indebtedness of Purchaser to Five Peak, Inc., including interest, service charges, attorney fees, and collection costs, now existing or hereafter arising pursuant to the Application and Agreement (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court costs and legal fees incurred by Five Peak, Inc. in attempting to collect the indebtedness or enforcing the Application or this Guaranty. This Guaranty will remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested. Revocation of this Guaranty by Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Purchaser prior to receipt of notice of revocation by Five Peak, Inc.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment. Guarantor(s) waive all right to require Five Peak, Inc. to proceed against Purchaser, any collateral or other Guarantor or surety. Guarantor(s) further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, extensions of credit, and any modifications of the Application or the Agreement, above. This Guaranty will be governed by the laws of the State of Utah and Guarantor(s) hereby consents to jurisdiction in the State of Utah with venue lying in Salt Lake County, State of Utah. Guarantor(s) agree to the representations made in the Application and the terms of the Agreement, above.

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_