

# Timp Rental Center Inc.

155 West 800 North, Orem, UT 84057

Tel: 801-225-0309 Fax: 801-226-2995

## Open Account Agreement

**Credit Application will not be processed if information is missing**

Business Name and Personal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Billing Address if different: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Type of Ownership: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ L.L.C.: \_\_\_\_\_ Other: \_\_\_\_\_

Sole Proprietorship: \_\_\_\_\_ Limited Partnership: \_\_\_\_\_ Government: \_\_\_\_\_

**Type of Business:** \_\_\_\_\_ **Date Started:** \_\_\_\_\_

Is the business a subsidiary/affiliate of any other entity? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_ Tax Exempt: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Number: \_\_\_\_\_

Is a Purchase Order required? \_\_\_\_\_ People authorized to charge on account: \_\_\_\_\_

### **Owners and/or Officers:**

| <u>Name</u> | <u>Home Address</u> | <u>Title</u> | <u>Home Phone</u> | <u>SSN #</u> |
|-------------|---------------------|--------------|-------------------|--------------|
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### **Bank References:**

Bank: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_

Bank Officer to Contact: \_\_\_\_\_ Date Checking Account was opened: \_\_\_\_\_

Date Savings Account was opened: \_\_\_\_\_ Do you have any other accounts? \_\_\_\_\_

### **Trade References:**

| <u>Company Name</u> | <u>Address</u> | <u>Phone</u> | <u>Person to Contact</u> |
|---------------------|----------------|--------------|--------------------------|
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| 3. _____ | _____ | _____ | _____ |
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Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) or management of this business ever applied for an open account with our company? \_\_\_\_\_ If yes, how long ago did you submit your open account application? \_\_\_\_\_

Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership? \_\_\_\_\_ if so, when? \_\_\_\_\_ State in which filed \_\_\_\_\_.

## **Timp Rental Center Inc.**

155 West 800 North, Orem, UT 84057

Tel: 801-225-0309 Fax: 801-226-2995

### **AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT/HISTORY**

The undersigned hereby consent(s) to Timp Rental Center, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), member(s), partner(s), proprietor(s), and/or guarantor(s) in connection with the extension of credit as contemplated by this credit application. The undersigned hereby authorize(s) Timp Rental Center, Inc to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

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 has 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 compliance with this law concerning this creditor is the Federal Trade Commission.

**Terms and Conditions of Timp Rental Center, Inc. Open Account**  
*(Please read carefully)*

All invoices are due and payable, in full, on the 10th of the month following invoice date. An additional 1.5% per month, 18% per year, and a finance charge of \$5.00 per month minimum will be charged to all past due accounts both before and after judgment, and continuing each month until paid in full. In the event of default, the undersigned agree to pay all costs of collections, court costs, and attorney's fees plus 100% of the amount due including interest and finance charges. All payments are payable in Utah county, Utah. No terms or conditions hereof may be changed or added to this agreement except by written consent of Timp Rental Center, Inc. by a corporate officer. All sums due for goods and/or services purchased or rented, by, for, or on behalf of the undersigned are payable to Timp Rental Center, Inc. 155 West 800 North Orem, UT 84057. This agreement shall be binding on the successors and assigns of debtor. The undersigned warrants that he/she has authority to execute this Open Account Agreement and to bind said company to the terms contained herein. I/We understand, acknowledge, and accept Timp Rental Center, Inc. terms of sale/rental and certify that the information given herein is true and correct. I/We hereby authorize Timp Rental Center, Inc. and its agent(s)/representative(s) to secure a business and/or consumer credit report and agree to the release of credit information including the reporting of credit history to credit reporting agencies. This authorization shall be continuing without expiration and a photocopy or fax shall be given the same effect as the original.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

Company Name: \_\_\_\_\_  
Information provided by (please print name) \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Personal Guarantee**  
*(Jointly and Severally)*

In consideration of Timp Rental Center, Inc. extending credit hereunder, I/We the undersigned hereby jointly and severally, and unconditionally guarantee performance of the duties and obligations set forth in the above agreement and payment to Timp Rental Center, Inc. its successors, and assigns from debtor and its related entities together with interest at the rate of 1.5% per month (18% per year), and finance charges of \$5.00 per month minimum to all past due amounts, both before and after judgment. All cost of collections, including fees of any collection agency, and attorney fees whether hourly or contingent, but not to be less than 100% of the amount due if contingent. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, or other indulgence granted to debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This guarantee shall be a continuing guarantee. All payments are payable in Utah County, Utah.

I/We agree to terms in the paragraph above, and I/We hereby authorize Timp Rental Center, Inc. and its agent(s) representative(s) to secure a credit report and agree to the release of credit information including the reporting of credit history to credit reporting agencies. This authorization shall be continuing without expiration and a photocopy or fax shall be given the same effect as the original.

1. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_
2. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_
3. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_
4. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

**WITHOUT SIGNING OR DATING, THIS CREDIT APPLICATION CANNOT BE PROCESSED.**