

APPLICATION FOR CREDIT



ICM Solutions, LLC
4055 S 500 W Murray, UT 84123
Phone: 800-779-4450
Email: creditapplications@icmsolutions.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	☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ LLC ☐ Other:				

Check all that Apply: Marine_Agriculture_Heavy Construction_General Construction_Waste_Quarry & Aggregates_Forestry_Mining
_Industrial Process_Oil & Gas_Commercial Services_Public Services_Surface Transport Service_Equipment Services_Other

Prime Authorized Users:

Name	Name	Name
Has business or any principal ever declared bankruptcy?	Any outstanding liens or judgments?	PO's Required
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Federal ID Number	Sales Tax Exempt? ☐ Yes ☐ No	Number of Employees
If yes, please attach copy of exemption certificate		Requested Limit

FINANCIAL INFORMATION

Bank	Contact Name and phone# or EMAIL	Checking Balance	Line of Credit used	Line of Credit Available	Instalment Loan Aggregate Bal
Finance Co/Bank	Contact Name and phone# or EMAIL	Checking Balance	Line of Credit used	Line of Credit Available	Instalment 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 ICM's Insurance requirements.)		Contact	Phone	Email	
Bonding Company		Contact	Phone	Email	

INFORMATION ON OWNER / PRINCIPALS

I, the undersigned, authorizes us, our designees, and/or assigns, to review or his/her personal credit profile periodically in connection with credit extended.

Name	Title	Birth date	SSN #
Home Address	Phone #	% of Ownership	Time as owner
Net Worth \$	Annual Income \$	Monthly House Payment \$	

SIGNATURE

Name	Title	Birth date	SSN #
Home Address	Phone #	% of Ownership	Time as owner
Net Worth \$	Annual Income \$	Monthly House Payment \$	

SIGNATURE

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 ICM Solutions, LLC, (hereinafter collectively referred to as "Supplier"), 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 Supplier. 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 Supplier's credit policies and procedures. Applicant hereby authorizes Supplier 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 Supplier will be made by Supplier. 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 any of us may, in our sole discretion, refuse to extend credit to Applicant in connection with any credit transaction.

ACCOUNT TERMS & CONDITIONS CONTINUED TO PAGE 2

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 Supplier at 4901 W. 2100 S. Salt Lake City UT 84120 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 Supplier, in writing, of any disputed invoices or statements within ten (10) days of receipt of the same. Failure to notify Supplier 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 Supplier 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 Supplier for all expenses, costs, collection agency costs, and attorney fees incurred or expended by Supplier 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 Supplier 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 Supplier in Salt Lake County, Utah. If Applicant becomes insolvent or if Applicant breaches any term or condition herein, or breaches any other agreement between Supplier and Applicant, or if for any reason Supplier deems itself insecure, SUPPLIER 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 Supplier.**

4. INDEMNITY: Applicant shall indemnify and hold Supplier 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 Supplier. Supplier 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: With regard to the lease of any equipment from Supplier, Applicant agrees to be bound by Supplier's Rental Terms and Conditions, which can be found at the following link and are incorporated herein by this reference: <https://www.icmsolutions.com/rental-terms>. These account Terms and Conditions and the Rental Terms and Conditions constitute the entire agreement between Supplier and Applicant and supersede any prior understandings or agreements between them with respect to the subject matter herein. 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, Supplier 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 Supplier, unless they are set forth in a written document executed by a General Manager of Supplier. Applicant acknowledges and agrees that if Supplier receives a purchase order from Applicant, Supplier has no obligation to verify its accuracy or validity.

6. NON-WAIVER: Nothing contained herein shall be construed as a waiver by Supplier 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 Supplier.

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 Supplier, deliver to Supplier 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 Supplier. Risk of loss of goods shall pass to Applicant as soon as the goods are properly loaded on the carrier. Supplier'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 Supplier. 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 Supplier, Applicant hereby grants SUPPLIER 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 Supplier.

9. ASSIGNMENT: No right or interest in this agreement shall be assigned by Applicant without the written permission of Supplier, and no delegation of any obligation owed or of the performance of any obligation by Applicant shall be made without written permission of Supplier. 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 Supplier 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, Supplier, 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 Supplier at any time, by providing notice on the above-referenced website.

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 Supplier, 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 Supplier shall request; and b) all other information and documents that Supplier may reasonably request. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to Supplier, 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 Supplier. 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 Supplier. 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 Supplier in writing of any change of ownership, the name of the business or structure of the business under which credit is established. Supplier 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 Supplier 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 Supplier, 4901 West 2100 South Salt Lake City UT 84120 within sixty (60) days from the date on which Applicant was notified of the denial. Supplier 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.

***SIGNED**

Title

Print Name

Date:

CONTINUING GUARANTY — Generally required for all Partnership, LLC and non-publicly traded Companies

The undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations to ICM Solutions, LLC. 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 ICM Solutions, LLC 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 ICM Solutions, LLC with such credit reports upon request. Each of the terms of the Open Account Terms & Conditions is incorporated herein by this reference.

***SIGNED**

Print Name

Date:

SIGNED

Print Name

Date:

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