



CUSTOMER APPLICATION

Account # _____

Date: _____ Purchase Order Will Be Furnished: ____ Yes ____ No Contact Name: _____ Title: _____

Firm Name: _____ Year Established: _____ Year at Present Location: _____

Business Address: _____ City/State/Zip: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Number of Trucks in Business: _____

Kind of Business _____ Resale or Re-Lease sales tax License No. _____

Incorporated: ____ Yes ____ No In what State: _____ Corporation FID#: _____

How would you prefer to receive statements Mail _____ Faxed # _____

Bank Reference

Name: _____ Phone: _____ Acct. No: _____ Contact: _____

Credit References

Name Phone Fax # Contact

1. _____

2. _____

3. _____

“In consideration of Lake City Trucks, LLC granting this application for account and granting credit to applicant, applicant agrees to pay all invoices net 10th. Payment is due on the 10th day of the month following invoice date. If any invoice is not paid by the end of that month, the account will be past due and in default. Applicant agrees to pay interest to Lake City Trucks, LLC interest on any unpaid past-due balance. At the rate of 2% per month (24% ANNUAL PERCENTAGE RATE) together with all of Lake City Trucks, LLC expenses in collecting this account, including court cost and attorney’s fees, both before and after judgment. Applicant has made the representations on this application in order to induce Lake City Trucks, LLC to extend credit to applicant. And applicant warrants that the statements for representations contained herein are true and correct, and that the undersigned is authorized to sign this application on behalf of applicant and to bind applicant to the terms hereof.”

Signed _____ Date: _____

Print Name _____ Title _____

Lake City Trucks, LLC Approved by: _____ Date: _____



TERMS & CONDITIONS OF OPEN ACCOUNT

(Please Read Carefully)

PAYMENT TERMS ARE NET 10 DAYS. PAYMENT TERMS ON SERVICE AND PARTS SALES ARE NET 10TH. PAYMENT IS DUE ON THE 10TH DAY OF THE MONTH FOLLOWING INVOICE DATE.

An additional 2% per month interest charge will be charged on all accounts not paid within terms, both before and after judgment, and continuing each month until paid. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and attorney’s fees whether hourly or contingent, but not to be less than 100% of the amount due if contingent, together with court costs and further agrees that any legal action may be brought in the county in which Lake City’s office is located. No terms or conditions hereof may be changed except, by written consent of Lake City Trucks, LLC. All sums due for goods and/or services purchased by, for or on behalf of the undersigned are payable to Lake City Trucks, LLC, 964 South 3800 West, Salt Lake City, Utah, 84104, Salt Lake County, Utah.

This Agreement shall be binding upon the successors and assigns _____ (“Debtor”) and regardless of any subsequent incorporation, reorganization, merger, consolidation of the Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she has authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certifies that the information provided herein is true and correct.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

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 15U.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.

Date this _____ day of _____, 20_____.

Debtor _____ Signed _____

Title _____ Print Name _____

Debtor SSN/EIN _____ Address _____

Telephone _____ Fax _____ E-mail _____ Contact Person _____

WITHOUT SIGNING AND DATING, THIS APPLICATION CANNOT BE PROCESSED!

NOTICE

The **Federal Equal Credit Opportunity Act** prohibits creditors from discriminating against 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 the creditor is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580.



PERSONAL GUARANTEE
Jointly and Severally

In consideration of Lake City Trucks, LLC, extending credit, I/We the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to Lake City Trucks, LLC its successors, and assigns by _____ and its related entities (hereinafter collectively referred to as "Debtor"), together with the interest rate of 2% per month, on all amounts not paid by the 10th day of the month following the month of purchase, both before and after judgment, all costs of collection and/or attorney fees whether hourly or contingent, but not less than 100% of the amount due if contingent. The undersigned further agree(s) that any legal action hereunder may be brought in the county in which Lake City's office is located. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, and the undersigned hereby waives notice of and 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, and notice of protest or diligence. This guarantee is an absolute, continuing, unconditional, and unlimited Guaranty. The terms of this Guaranty shall commence on the date first above indicated. No termination of the Guaranty shall be effected by the death of the Guarantor. This Guaranty shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Debtor, change of partners, change of name or any other change the composition, nature, personnel or location of the Debtor whatsoever.

I/We hereby authorize your or you agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) 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 and a photocopy or facsimile copy shall be given the same effect as the original.

Signature: _____ Date: _____

Print: _____ Social Security # _____

Signature: _____ Date: _____

Print: _____ Social Security # _____



Utah State Tax Commission
Exemption Certificate
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
 Rev. 7/04

Name of business or institution claiming exemption (purchaser)		Telephone Number	
Street Address	City	State	ZIP Code
Authorized Signature	Name (please print)	Title	
Name of Seller or Supplier:		Date	

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale.

- RESALE OR RE-LEASE** Sales Tax License No. _____
 I certify I am a dealer in tangible personal property or services and the tangible personal property or services purchased are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.
- AGRICULTURAL PRODUCER**
 I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption.
- COMMERCIAL AIRLINES**
 I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.
- COMMERCIALS, FILMS, AUDIO AND VIDEOTAPES**
 I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.
- FILM, TELEVISION, VIDEO**
 I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.
- CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS**
 I certify the construction materials purchased are purchased on behalf of a public elementary or secondary school or religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.
 Name of school or religious or charitable organization: _____
 Name of project: _____
- ENERGY-RELATED EQUIPMENT** Sales Tax License No. _____
 I certify the machinery or equipment leased or purchased will be used to create or expand the operations of a renewable energy production facility, a waste energy production facility, or a facility that produces fuel from biomass energy.
- FUELS, GAS, ELECTRICITY** Sales Tax License No. _____
 I certify all gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes. Include the business Standard Industrial Code, and state the predominant use of the fuel covered by the exemption.
 Standard Industrial Code: _____ Use of the fuel: _____
- MUNICIPAL ENERGY SALES AND USE TAX EXEMPTION**
 I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.
- POLLUTION CONTROL FACILITY** Sales Tax License No. _____
 I certify our company has been granted a "Certification of Facilities" as provided for by Utah Code §§19-2-123 through 19-2-127 and as explained in Tax Commission Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

HOME MEDICAL EQUIPMENT

I certify the medical equipment purchased is eligible for payment under Title 18 or Title 19 of the federal Social Security Act, is prescribed or authorized by a licensed physician for the treatment of a medical illness or injury or as necessary to mitigate an impairment resulting from illness or injury, and will be used exclusively by the person for whom it was prescribed. **Sales of spas or saunas are taxable.**

LEASEBACKS

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

STEEL MILL EXEMPTION

I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Code (SIC) 3312.

MANUFACTURING MACHINERY AND EQUIPMENT EXEMPTION FOR NEW OR EXPANDING OPERATIONS, NORMAL OPERATING REPLACEMENTS, OR SCRAP RECYCLING **Sales Tax License No.** _____

I certify the manufacturing machinery or equipment purchased is for use in new or expanding operations or for normal operating replacements in a Utah manufacturing facility described within the SIC Codes of 2000-3999 or in a qualifying scrap recycling operation. This exemption does not apply to parts or services for repairs or maintenance. **A separate exemption certificate must be presented for each subsequent purchase, at the time of purchase.** Failure to report these purchases on the information line of the manufacturer's or scrap recycler's sales and use tax return may subject the manufacturer or scrap recycler to a penalty equal to the lesser of \$1,000 or 10 percent of the sales and use tax that would have been imposed if the exemption had not applied.

SEMICONDUCTOR FABRICATING OR PROCESSING MATERIAL EXEMPTION

I certify the fabricating or processing material purchased is for use in manufacturing or fabricating semiconductors. Beginning on July 1, 2001 through June 30, 2002, 10 percent of the sale is exempt. Beginning July 1, 2002 through June 30, 2003, 50 percent of the sale is exempt. Beginning July 1, 2003 through June 30, 2007, the entire amount of the sale is exempt. Failure to report these purchases on the information line of the semiconductor manufacturer's sales and use tax return may subject the semiconductor manufacturer to a penalty equal to the lesser of \$1,000 or 10 percent of the sales and use tax that would have been imposed if the exemption had not applied.

RELIGIOUS OR CHARITABLE INSTITUTION **Sales Tax Exemption No. N** _____

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

SKI RESORT EXEMPTION **Sales Tax License No.** _____

I certify the snowmaking equipment, ski slope grooming equipment or passenger ropeways purchased are to be paid directly with funds from the ski resort noted on the front page of this form.

TOURISM/MOTOR VEHICLE RENTAL TAX EXEMPTION

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

UNITED STATES GOVERNMENTAL OR NATIVE AMERICAN TRIBAL EXEMPTION

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of essential governmental or tribal functions. NOTE: Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or similar indirect payments.

UTAH STATE AND LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS

Sales Tax License No. _____

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of that entity's essential functions. If the purchaser noted on the front page of this form is a Utah state or local government, these construction materials will be installed or converted into real property by employees of this government entity. If the purchaser noted on the front page of this form is a public elementary or secondary school, these construction materials will be installed or converted into real property owned by this school. "Directly" does not include per diem, entity advances, or similar indirect payments. **CAUTION:** This exemption does not apply to government or educational entities of any other states.

To be valid this certificate must be filled in completely, including a check mark in the proper box. Please sign, date and, if applicable, include your license or exemption number.

NOTE TO SELLER: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate for your records. You are responsible to notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-2020. Please allow three working days for a response.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.