



Credit Application & Agreement for Credit Sales & Rentals

To: **UTV International** for the purpose of procuring and establishing credit, from time to time, with UTV International the undersigned Applicant furnishes the following information, including any requested Financial Statement. Applicant represents and warrants said information is true and correct and a true and correct statement of its financial condition. Applicant authorizes UTV International to obtain credit and financial information concerning the Applicant at any time and from any source. Applicant, for the purpose of inducing UTV International to extend credit, represents that Applicant is not insolvent as that term is defined in applicable state or federal statutes. If Applicant becomes insolvent before delivery of goods or equipment, Applicant shall so notify UTV International. A failure to notify UTV International shall be construed as a reaffirmation of Applicant's solvency at the time of delivery.

Date	Type of Account	Parts & Service	Rental	Both Contractors License #	Please complete fully all applicable items (please type or print)				
Applicant / Company Name			Duns #	Birth date	Business Phone	Home Phone	Fax #		
Address				City	State	ZIP Code	Fed I.D. # or Soc. Sec. #		
Individual / Partnership / Corporation		Years in Business	Type of Business			Number of Employees		Net Worth	
OWNERS (If Applicant is individual or partnership)					OFFICERS (If Corporation)				
NAME		TITLE		HOME ADDRESS			ZIP CODE		PHONE #
Resale #					Note: Resale privileges will not be extended until signed resale card is on file at UTV International .				
Names of Persons Authorized to place orders and make purchases on behalf of Applicant									
Bank / Trade References									
Bank	Branch		Contact			Account #	Account Type		
Bank	Branch		Contact			Account #	Account Type		
Business Credit References					Address		Phone Numbers		
1.									
2.									
3.									
4.									
ALL REAL ESTATE (HOME & BUSINESS) OF APPLICANT AND/OR GUARANTOR(S) (TITLE IN NAME OF)			DESCRIPTION & ADDRESS			PURCHASE PRICE	MORTGAGE AMOUNT	WHEN PURCHASE	
ALL VEHICLES & EQUIPMENT OF APPLICANT / GUARANTORS (TITLE IN NAME OF)			MAKE / MODEL / YEAR DESCRIPTION OF EQUIPMENT		LICENSE PLATE OR I.D. NUMBER	ACQUISITION COST	NAME OF ANY LIENHOLDERS		
Finance Company References									
Financed With		Account			Type of Account			Phone #	
Insurance Reference (Public Liability)									
Liability Insurance Company					Policy #			Expiration Date	
Limit Bodily Injury		Per Person	Per Occurrence		Property Damage		Per Occurrence		
Agency Name				Person to Contact			Phone		
Agency Address				City			State/Prov	Postal Code	

Will C.O.D. shipments be acceptable until credit is approved? Yes No Initial order \$ _____
 Will financial statements be forwarded if requested? Yes No Fiscal year closing date _____
 Credit Line desired \$ _____ Estimated monthly purchases \$ _____ Purchase Orders required? Yes No
 FINANCIAL: Cash on hand \$ _____ Accounts receivable \$ _____ Accounts payable \$ _____
 As of _____ Cash in bank \$ _____ Inventory \$ _____ Net Worth \$ _____

"AGREEMENT"

In consideration of, and in order to induce UTV INTERNATIONAL to establish an open account line of credit or to permit rentals of equipment based on the forgoing Credit Application, the undersigned Applicant promises to pay for monthly purchases or rentals in accordance with UTV International's terms of sale or rental. Applicant understands that UTV International will add a service charge of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per annum) to all past due invoices, except where prohibited by law. Applicant understands that an invoice is considered past due if not paid within thirty (30) days of UTV International invoice date, and the service charges will accrue on the 31st day, unless otherwise stated on the invoice, Applicant agrees that the actual damage to UTV International because of delinquent payments is difficult to estimate and that the forgoing service charge is the parties' best estimate of such damage. Applicant does hereby agree to pay the same. Applicant further agrees to pay all expenses, including court costs, legal, recovery and administrative expenses, and attorney's fees paid of incurred by UTV International in endeavoring to collect the sums due and owing by Applicant.

Applicant agrees to notify UTV International in writing of any change of ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of the applicant unless and until agreed to by UTV International in writing. Applicant further acknowledges and understands that this Credit Application and Agreement, and all future contracts and agreements are and shall be deemed accepted by UTV International and entered into for all purposes at its Corporate Office in the province of Québec, Canada. The parties hereto agree that the performance of the Applicant's obligations under the terms of this Credit Application and Agreement and all invoices and other obligations hereinafter received or incurred by Applicant is and shall be at the Corporate Offices of UTV International in the province of Québec, Canada. The undersigned represents and warrants that the above Agreement has been fully read and that Applicant understands the same.

 Name of Applicant Signature Title

Executed at _____ this _____ day of _____, 20 _____

PERSONAL CONTINUING GUARANTEE

The undersigned, jointly and severally, in consideration of the monthly billing privileges being extended to the above named Applicant. do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which in the past or may in the future be owing to UTV International on open account, rental, or otherwise, including without limitation service charges and attorney's fees. The undersigned hereby waive any right to require UTV International to proceed against Applicant or pursue any other remedy and further waive any statute of limitations pertaining hereto. The undersigned further waive all presentment, demands of performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this continuing guarantee, and further waive, and do hereby permit without notice the incurring of modification of existing or additional indebtedness without affecting the validity or scope of the guarantee. This is a continuing guarantee, and shall remain effective for all purposes until terminated in writing by notice to UTV International as to indebtedness incurred after the date of receipt of said notice. It is hereby agreed and acknowledged that this is a Personal Continuing Guarantee is accepted by UTV International, and is entered into for all purposes, in the province of Québec, Canada. No delay in the enforcement of this Personal Continuing Guarantee shall effect the liability of any of the undersigned. The undersigned agrees to pay reasonable attorney's fees incurred in the enforcement of this Personal Continuing Guarantee whether or not a law suit is initiated.

Executed at _____ this _____ day of _____, 20 _____

Guarantor _____ Guarantor _____