

WASATCH

INTEGRATED

waste management district

1997 East 3500 North | Layton, Utah 84040

Phone (801) 614-5606 | Fax (801) 771-6438

CREDIT ACCOUNT APPLICATION

LEGAL BUSINESS NAME: _____

PHONE: _____

COMPANY FAX: _____

BUSINESS NAME UTILIZED (IF DIFFERENT FROM ABOVE): _____

EMAIL: _____

SHIPPING ADDRESS: _____

Address

City

State

Zip

BILLING ADDRESS: _____

Address

City

State

Zip

BILLING CONTACT: _____

BILLING CONTACT EMAIL: _____

TYPE OF ENTITY:

Sole Proprietorship

Partnership

Corporation

Limited Partnership

Other

Limited Liability Company

PRINCIPAL BUSINESS ACTIVITY: _____

DATE STARTED: _____

TAX EXEMPT: Yes No Number: _____

If yes, attach certificate to this application.

FEDERAL ID #: _____

OR

SOCIAL SECURITY #: _____

DUN & BRADSTREET #: _____

CONTRACTOR'S #: _____

HOW LONG IN BUSINESS (YEARS): _____

ESTIMATED NET WORTH: _____

OWNERS, MEMBERS, PARTNERS AND/OR OFFICERS

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Has this business or any predecessor in interest (general partners, if a general or limited partnership or 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?

Yes

No

If yes, when? _____ (date)

State in which filed: _____

Please be aware, it is Wasatch Integrated's policy to report account payment history to NACM Intermountain where it will become part of the credit history of the company or individual listed on this credit application.

ARE PURCHASE ORDERS REQUIRED?

YES

NO

PROVIDE A COMPLETE LIST OF NAMES FOR THOSE INDIVIDUALS AUTHORIZED TO USE THIS ACCOUNT

CREDIT REFERENCES

BANK REFERENCE:		PHONE:
ADDRESS:		
CONTACT:	ACCOUNT NUMBER:	
TRADE REFERENCE:		PHONE:
ADDRESS:		
CONTACT:	ACCOUNT NUMBER:	
TRADE REFERENCE:		PHONE:
ADDRESS:		
CONTACT:	ACCOUNT NUMBER:	
TRADE REFERENCE:		PHONE:
ADDRESS:		
CONTACT:	ACCOUNT NUMBER:	

TERMS AND CONDITIONS

1. **OFFER AND ACCEPTANCE** – For valuable consideration in allowing the Customer to establish an open account with Wasatch Integrated Waste Management District (“Wasatch Integrated”) for the disposal of waste at the Davis Landfill, Davis Material Recovery and Transfer Facility, or any other Wasatch Integrated operated facility (“facilities”). Customer hereby agrees to abide by the following terms and conditions of this open-account agreement.

The Customer understands that nothing contained herein shall obligate Wasatch Integrated to extend credit to Customer. Nevertheless, if Wasatch Integrated elects to extend credit to Customer, Wasatch Integrated reserves the right to terminate this contract and to suspend charging on account for Customer’s delivery of waste if the Customer fails to make payment due or otherwise fails to fulfill the terms of this agreement. Should this right be exercised by Wasatch Integrated, the Customer will be required to pay with cash, when accepted, or credit card, upon delivery of waste to District facilities.

2. **ELECTRONIC INVOICING** – By signing Wasatch Integrated’s Open Account Contract, Customer agrees to accept invoices and statements via e-mail. Customer must provide at least one e-mail address where invoices, statements, and other correspondence regarding Customer’s account will be sent.

3. **PAYMENT OBLIGATION** – Customer’s payment obligation shall be paid in United States currency when due. Customer shall make payment at the time of disposal of waste at District facilities unless an account has previously been established. Charges on open accounts shall be paid in full within thirty (30) days of the invoice date. Customer acknowledges that time is of the essence as to its payment obligation. Wasatch Integrated shall charge, and the Customer agrees to pay Wasatch Integrated on Customer’s open account, a FINANCE CHARGE OF 1 ½ PERCENT PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) on any and all delinquent payments. Customer agrees to carry out the intent of this agreement. If Customer shall be in default hereunder, Wasatch Integrated shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Utah together with any lien rights provided under the laws of the State of Utah.

3. **RECOVERY OF COLLECTION FEES** – In accordance with Utah Code Ann. 12-1-11(1)(d), if Wasatch Integrated retains the services of a licensed attorney or a third-party debt collection agency (as that term is defined by Utah Code Ann. 12-1-11(1)(d)) to collect a debt due under this Contract, Customer shall pay a collection fee to Wasatch Integrated in addition to all other amounts Customer may owe to Wasatch Integrated under this contract. The collection fee shall be the lesser of:

- (1) the actual amount Wasatch Integrated is required to any third-party debt collection agency or licensed, regardless of whether that amount is a specific dollar amount or a percentage of the principal amount to be collected from Customer; or
- (2) 40% of the principal amount Customer owes to Wasatch Integrated. This obligation to pay collection fees is in addition to Customer’s obligation under this contract to pay attorney fees that may otherwise exist.

4. **OBEDIENCE TO RULES AND PROCEDURES** – All Customers delivering material to Wasatch Integrated’s facilities must strictly adhere to all traffic signs, rules and procedures. All vehicles must be operated in a safe and courteous manner while at District facilities.
5. **REQUIRED WASTE VOLUME** – To maintain a credit account with Wasatch Integrated, the Customer must consistently have monthly transactions that exceed each of, \$500 per month, 10 tons per month, and four (4) loads per month. If the customer falls below any of these, Wasatch Integrated may, in its sole discretion, close the credit account.
6. **SECURING OF LOADS** – Each Customer is prohibited from bringing any vehicle onto District facilities which is carrying waste which may leak or spill or which may be blown or scattered before unloading. It is the policy of Wasatch Integrated to assess a \$10 fee for uncovered or unsecured loads.
7. **PROPER DISPOSAL OF WASTE** – It is the responsibility of each Customer to make sure that waste delivered to any Wasatch Integrated facility is deposited in the proper location. Each Customer is responsible for any spillage or deposit of waste anywhere on Wasatch Integrated’s property outside of designated waste disposal areas. The Customer agrees to pay all cleanup costs assessed by Wasatch Integrated for such spillage outside of designated areas. **Customer certifies that any material delivered by Customer or representative of Customer does not contain hazardous waste of any kind. The Customer agrees that if hazardous waste is delivered by Customer or Customer’s representative to Wasatch Integrated facilities, the Customer shall be held liable for all costs of cleanup, legal, etc. for the delivery and disposal of such materials.**
8. **MISCELLANEOUS** – This contract is to be construed according to the laws of the State of Utah and constitutes the full understanding of the parties. If Customer is in default or breach hereunder, Customer agrees to pay all costs involved in collecting amounts due Wasatch Integrated, including court costs, and reasonable attorney’s fees.

All payments by Customer shall be made payable to Wasatch Integrated Waste Management District.

The parties who have executed this document represent and warrant that they are duly authorized to sign this document for and on behalf of the entity specified above.

Customer’s signature applied to this document will be used as written authorization for Wasatch Integrated to request consumer credit information on the consumer and as consumers acknowledgement that Wasatch Integrated has a legitimate business need for this information.

DATED this _____ day of _____, 20_____

Customer Authorized Signature

Print or Type Name

Title

Print or Type Business (Customer) Name

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 applicants income derives from any public assistance program; or because the applicant has in good faith exercise 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, Equal Credit Opportunity, Washington, D.C. 20580.