

**CORPORATE OFFICE**  
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**WAREHOUSE-SLC**  
951 S. 3600 W.  
SALT LAKE CITY, UT 84104  
PHONE: (801)908-6091  
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# CREDIT AND SALES AGREEMENT

## Billing & Shipping Information

TRADE NAME(DOING BUSINESS AS) _____  LEGAL NAME _____  BILLING ADDRESS _____  CITY _____ STATE _____ ZIP _____  ACCOUNTS PAYABLE CONTACT _____ PHONE _____  EMAIL ADDRESS _____ FAX NUMBER _____	SHIP TO _____  DELIVERY ADDRESS _____  CITY _____ STATE _____ ZIP _____  PURCHASING CONTACT _____  PURCHASING PHONE _____  PURCHASING Email Address _____ PURCHASING FAX NUMBER _____
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Sole Proprietorship  
 Partnership  
 Corporation  
 Other: \_\_\_\_\_

Years Established: \_\_\_\_\_ Years at Current Location: \_\_\_\_\_ Rent or Own Business Location: \_\_\_\_\_ Federal ID # \_\_\_\_\_

Number of Locations: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Sales Tax Exempt?(If yes, please send Sales Tax Exemption Certificate)  
 Yes  
 No

Estimated Weekly Purchases: \$ \_\_\_\_\_ Are Purchase Orders Required?  
 Yes  
 No

## Owners, Partners, Officers and/or Stockholders

<b>1.</b>  NAME & TITLE _____  HOME ADDRESS _____  CITY _____ STATE _____ ZIP _____  HOME PHONE _____ SOCIAL SECURITY # _____	<b>2.</b>  NAME & TITLE _____  HOME ADDRESS _____  CITY _____ STATE _____ ZIP _____  HOME PHONE _____ SOCIAL SECURITY # _____
<b>3.</b>  NAME & TITLE _____  HOME ADDRESS _____  CITY _____ STATE _____ ZIP _____  HOME PHONE _____ SOCIAL SECURITY # _____	<b>4.</b>  NAME & TITLE _____  HOME ADDRESS _____  CITY _____ STATE _____ ZIP _____  HOME PHONE _____ SOCIAL SECURITY # _____

Has applicant or any of its Owners, Principals, Officers or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors?  
 Yes  
 No  
 If yes, attach explanation. Has a tax lien or civil suit been filed against Applicant or Owner, Principals, Officers, or Directors within the last six years?  
 Yes  
 No  
 If yes, attach explanation. Does applicant have any taxes delinquent or owed to any tax authority?  
 Yes  
 No  
 If yes, attach explanation.

**Signatures Required on Reverse Side**

## Trade References

1.			
NAME	ADDRESS	FAX	PHONE
2.			
NAME	ADDRESS	FAX	PHONE
3.			
NAME	ADDRESS	FAX	PHONE

## Bank Reference

BANK NAME	ADDRESS	FAX	PHONE
ACCOUNT NUMBER	CONTACT PERSON		

## Terms and Conditions

An additional 2% per month interest charge will be applied on all amounts not paid within 30 days, both before and after judgement, and continuing each month until paid. In the event of default, the undersigned agrees to pay all costs of collection and attorney's fees (typically 30%), together with costs of court and further agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah. No terms or conditions hereof may be changed except by written consent of Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farms. All sums due for goods and/or services purchased by, for, or on behalf of the undersigned are payable to Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farms.

This agreement shall be binding on the successors and assigns of \_\_\_\_\_ (Credit Applicant)  
 The undersigned warrants that he/she has authority to execute this open account agreement and to bind said company to the terms herein.

I/We understand, acknowledge, and accept Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farm's terms of credit and sales and certify that the information given herein is true and correct.

I/We hereby authorize you or your agent/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

**Company Name:** \_\_\_\_\_.

**Signed:** \_\_\_\_\_ **the day of** \_\_\_\_\_ **year** \_\_\_\_\_.

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_.

## Personal Guarantee

In Consideration of Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farms, extending credit to \_\_\_\_\_ (Credit Applicant), 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 Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farms, its' successors, and assigns from \_\_\_\_\_ (Credit Applicant) and its' related entities (here in after collectively referred to as "Debtor"), together with an interest rate of 2% per month, on all amounts not paid within 30 days after due date, both before and after judgement, all costs of collection and attorney fees (typically 30%). 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 suit or exhaustion of collection or legal remedies against Debtor shall not be condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. The guarantee shall be a continuing guarantee. The undersigned hereby consent(s) to Muir Enterprises, Inc., d.b.a. Muir Copper Canyon Farms 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 or continuation of the business credit as contemplated 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 Credit Reporting Act as contained in 15 [U.S.C.@1681](#) seq.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
Street State Zip

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
Street State Zip