



# JACKSON GROUP PACLEASE

1910 South 5500 West, Salt Lake City, Utah 84107

Telephone: 801-464-8270 – Fax: 801-990-7770



BUSINESS INFORMATION				
COMPANY NAME		SHIPPING ADDRESS		
BILLING ADDRESS		SHIPPING CITY/STATE/ZIP		
BILLING CITY/STATE/ZIP		FEDERAL TAX ID #	AP EMAIL	
BUSINESS PHONE/BUSINESS FAX		COMPANY TELEPHONE NUMBER AND FAX		
INDIVIDUAL, PRINCIPALS AND GUARANTORS				
NAME		NAME		
TITLE		TITLE		
HOME ADDRESS		HOME ADDRESS		
CITY/STATE/ZIP		CITY/STATE/ZIP		
HOME PHONE #/MOBILE #		HOME PHONE #/MOBILE #		
SOCIAL SECURITY #		SOCIAL SECURITY #		
BUSINESS FORMATION & STRUCTURE				
CORPORATION	PARTNERSHIP	STATE OF INCORPORATION	YEARS IN BUSINESS _____	
INDIVIDUAL	LLC		IS THE BUSINESS AS SUBSIDIARY OF ANOTHER ENTITY? ___	
			IF SO, PLEASE IDENTIFY ENTITY _____	
DESCRIPTION OF BUSINESS		LIST ANY PRIOR BANKRUPTCY		
ARE PURCHASE ORDERS REQUIRED	INDIVIDUALS AUTHORIZED TO ISSUE P.O.'S:	WILL PURCHASES BE TAX EXEMPT? YES NO		
YES NO		TAX EXEMPTION NUMBER _____		
		A COPY OF YOUR TAX EXEMPT CERTIFICATE MUST BE ATTACHED		
NUMBER OF TRUCKS CURRENTLY IN FLEET	ESTIMATED MONTHLY PURCHASES		USDOT#	
CONTRACTED HAULS IF APPLICABLE				
COMPANY NAME	CONTACT	PHONE	LENGTH OF TIME	
INSURANCE AGENCY	AGENT	PHONE		
REFERENCES				
BANK NAME - CITY/STATE	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE
PREVIOUS TRUCKS PURCHASED OR RENTED	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE
TRADE REFERENCES	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE

## TERMS AND CONDITIONS AGREEMENT

Jackson Group PacLease (“PacLease”) requires the following Terms and Conditions Agreement (“Agreement”) for the extension of credit to any customer. These terms and conditions, as well as any corresponding Lease and/or Rental Agreements, govern all rentals, leases, parts, and other services purchased by the undersigned customer, or approved by its authorized party (an employee or other person authorized by the customer), (hereinafter referred to as “Customer”) and that are charged to the Customer’s account.

1. Each invoice submitted to Customer is due and payable in full upon receipt. The Customer is responsible for the payment of the account and finances charges, if applicable.
2. Customer and the personal guarantor hereby authorize PacLease, its agents, representatives, or affiliates to secure a credit report from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting therefrom. Customer 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 15 U.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.
3. Upon PacLease’s approval of Customer’s credit application, PacLease may choose to allow Customer to rent or lease its equipment pursuant to the terms of a Rental or Lease Agreement. Upon execution of a Rental or Lease Agreement, the terms of the Rental or Lease Agreement, as well as the Terms and Conditions Agreement, shall collectively govern the agreement between PacLease and Customer. In addition to the terms of the Rental or Lease Agreement, the following provisions apply:
4. All return items are subject to a restocking fee.
5. Customer is responsible for complying with and being aware of all rules and regulations governing tax exemption. In addition, Customer must provide with this agreement a copy of their tax-exempt certificate.
6. A finance charge will be imposed on any portion of the Customer’s account that is over 30 (thirty) days past due. The finance charge will be determined by applying a periodic rate of 1.5% (one and a half percent) per month or an annual percentage rate of 18% (eighteen percent).
7. In the event of default, the Customer and the personal guarantor(s) agrees to pay all costs of collection, including fees of any collection agency in the amount of not less than 25% (twenty five percent) of all amounts due and attorney fees, whether hourly or contingent, but not to be less than 25% (twenty five percent) of the amount due if contingent, together with costs of court. The Customer agrees that jurisdiction and venue shall lie within the District Courts of Salt Lake County, State of Utah, and by signature of the Customer submits him/herself/itself to jurisdiction of that court. Notwithstanding the foregoing, PacLease in its sole discretion may choose any jurisdiction where the Customer resides to bring its action.
8. The specific terms of this Agreement may only be modified in writing by mutual agreement between PacLease and the Customer.
9. PacLease reserves the right – in exercise of its sole consideration – to withhold the extension of credit limit.

The undersigned warrants that he/she has the authority to execute this Agreement and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Representative’s Signature \_\_\_\_\_ Representative’s Title \_\_\_\_\_

Representative’s Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## PERSONAL GUARANTY

This PERSONAL GUARANTY (this "Guaranty") is entered by the undersigned as guarantor (the "Guarantor") of the Terms and Conditions Agreement attached hereto.

**Recitals:**

WHEREAS, pursuant to the Terms and Conditions Agreement of the credit account attached hereto, Jackson Group PacLease ("PacLease") is extending credit to Customer;

WHEREAS, as a condition precedent to the making the credit extensions (including the initial credit extension) PacLease requires this Guaranty;

WHEREAS, it is in the best interest of the Guarantor to execute this Guaranty, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the credit extensions made from time to time; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce PacLease and to make credit extensions to Customer, the Guarantor hereby agrees as follows:

Guarantor hereby absolutely, unconditionally and irrevocably: (a) guarantees the full and punctual payment, when due, of all obligations of Customer with respect to all credit extensions made under the credit agreement and outstanding bills, and (ii) agrees to pay any and all costs and expenses (including reasonable attorney fees and costs) incurred by PacLease in enforcing any rights under this Guaranty.

Guarantor agrees PacLease, its agents, representatives, or affiliates may run a credit report for Guarantor at the execution of this Guaranty and at any time thereafter to determine the credit worthiness of the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor acknowledges having read all the provisions of this Guaranty and agrees to its terms by of his/her voluntary act.

Guarantor's  
Signature \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Driver's  
License \_\_\_\_\_

Social  
Security No. \_\_\_\_\_

Date of  
Birth \_\_\_\_\_

Date \_\_\_\_\_

Guarantor's  
Signature \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Driver's  
License \_\_\_\_\_

Social  
Security No. \_\_\_\_\_

Date of  
Birth \_\_\_\_\_

Date \_\_\_\_\_

