

Blue Mountain Meats, Inc. CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION			
Company Name:		DBA:	
Type of Business:		Specializing in:	Seasonal?
Owners:			
Phone:	Fax:	E-mail:	
Person Responsible for Ordering:			
Phone:	Fax:	E-mail:	
Accounts Payable Person:	1		
Phone: Fax:		E-mail:	
Date business commenced with current owner(s):		Previous Business(s):	
Sole proprietorship:	Partnership:	Corporation: 0	Other:
BUSINESS AND CREDIT INFORMATION			
Primary business address:			
City:		State: Z	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Billing Address (if different):			
City:		State:	ZIP Code:
Bank name:		Contact Person:	
Bank address:		Phone:	
City:		State: 2	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			
Federal Tax ID Number:		State Sales Tax Number:	
BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:		State: Z	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State: Z	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State: Z	ZIP Code:
Phone:	Fax:	E-mail:	

AGREEMENT AND PERSONAL GUARANTEE

The Customer certifies that all information set forth in this completed Credit Application is true and correct and that the Customer has received a copy of this and/or any related agreement. Customer authorizes Blue Mountain Meats (BMM) and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources. Customer authorizes BMM and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living and (b) to contact all previous employers, personal references and educational institutions. It is our responsibility and policy to obtain certain information in order to verify your identity while processing your account application, including but not limited to an inquiry into your FICO score.

The undersigned personally guarantees to BMM the performance of this agreement, and any addendum thereto by the Customer. Payments on the account shall be made according to the terms set forth in this agreement. Past due account balances shall be charged a reasonable interest fee of at least 1½% per month (18% APR). There shall also be a reasonable fee of at least \$25 for each NSF check received; as well as recurring fees for exceeding the credit limit on the account. Other fees, such as restocking fees, may also apply. BMM may also, at its discretion, deny further credit and/or discontinue service if the account is past-due, over credit limit, or has unresolved disputes.

In the event of disputed charges, Customer must notify BMM as soon as practicable following the identification of dispute and any supporting documentation. Customer has 180 days from the bill due date to dispute charges. Customer may withhold payment of the disputed charge, up to the amount of the dispute, only if it disputes such charge on or before the applicable due date; otherwise BMM may take any action permitted for Customer's failure to pay in full. The parties will use their good faith to reconcile any disputed charges within 60 days of the date of notification.

In the event of default, Customer hereby waives Notice of Default and agrees to indemnify the other parties, including, but not limited to, the payment of all sums due and owing and costs associated with the enforcement of the items thereof. Neither BMM not its agents shall be required to first proceed against Customer or enforce any other remedy before proceeding against the undersigned individual(s). This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and be enforced by or for the benefit of any successor of BMM. The term of this guarantee shall be for the duration of this agreement and any addendum thereto, and shall personally guarantee all obligations which may arise or occur in connection with my activities during the term thereof and subsequent to any termination until all of the agreed to conditions have been satisfied.

Customer must immediately notify BMM, in writing and delivered to the address below, of any change in owner(s)/principle(s). In that event, the prior owner(s)/principle(s) shall be responsible for any and all amounts due until that notification is made. Once this notification is received the prior account will be closed to further charges and the new owner(s)/principle(s) must be approved with a credit limit and terms before charges are incurred on their account. Any revocation of agreement and guarantee for future obligations shall be in writing and delivered to Blue Mountain Meats, Inc., P.O. Box 279, Monticello, UT 84535.

The validity, construction, and performance of this agreement and any dispute resolution shall be governed and interpreted in accordance with the laws of the State of Utah. Each Party submits to personal jurisdiction exclusively in Monticello, Utah and waives all objections to a Utah venue.

REQUESTED CREDIT LIMIT:

REQUESTED TERMS:

SIGNATURE(S)

Customer agrees to all the terms and conditions of this Credit Application and Agreement. This document shall not take effect until the Customer has been approved and this agreement is accepted by BMM. The person(s) signing below represent that they have authority to do so and to bind its establishment, subsidiaries and affiliates.

Principle #2			
Title:			
Signature:			
Printed:			
Date:			
The Individual(s) signing below also agree to be personally bound and liable for all debts, liabilities, and expenses incurred under the above agreement.			
Signature:			
Date:			
Accepted by Blue Mountain Meats: Date:			
APPROVED TERMS:			