



A&K Railroad Materials, Inc  
 P.O. Box 30076 | Salt Lake City, UT 84130  
 Phone: (801) 974-5484 Fax: (801) 973-7393  
 E-mail: [credit@akrailroad.com](mailto:credit@akrailroad.com)

**Application for Credit**

*(If there are questions regarding this application, contact Credit Department)*

Name of Customer: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*(If different from above address)*

Billing Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Year Business Started: \_\_\_\_\_

Year Current Ownership Began: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Is Company Tax Exempt? Yes \_\_\_\_\_ No \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

*(If yes, submit certificate copies for those states involving purchases from A&K)*

Company is: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ L.L.C./Corporation \_\_\_\_\_ Number of Employees: \_\_\_\_\_

List Principals	Title	Residential Address	Phone
_____	_____	_____	( ) _____
_____	_____	_____	( ) _____
_____	_____	_____	( ) _____

Name of Accounts Payable Contact: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Initial Credit Amount Requested \$ \_\_\_\_\_ Is Company D&B Rated? \_\_\_\_\_ D&B Number: \_\_\_\_\_

Is Buyer a Subsidiary? Yes \_\_\_\_\_ No \_\_\_\_\_ Name of Parent/Affiliate? \_\_\_\_\_

Location of Parent/Affiliate: \_\_\_\_\_

Trade References	Address	Number of Years	Phone	Credit Limit
1.	_____	_____	( ) _____	_____
2.	_____	_____	( ) _____	_____
3.	_____	_____	( ) _____	_____

**Bonding Company (if applicable)**

4. \_\_\_\_\_ ( ) \_\_\_\_\_

Bank References	Branch Name/Location	Number of Years	Phone	Account Number
1.	_____	_____	( ) _____	_____
2.	_____	_____	( ) _____	_____

**STANDARD TERMS** – Are Net 30 Days. Should a discount be offered for early payment made via a check, cash, or wire transfer, (to qualify) all past due invoices must have been paid. A&K, (hereafter known as Seller) will be the judge if payment arrived in time to earn a discount.

**TERMS & CONDITIONS** – No term or condition contained in any offer, counteroffer, acceptance, purchase order, invoice, writing or other communication from Customer (hereinafter known as Buyer) shall be binding unless Seller provides a separate written statement indicating agreement to any additional terms and conditions.

**RIGHTS** – Seller, reserves the right to assess the Buyer, and the Buyer agrees to pay if charged, any processing fees associated with Buyer's payments made with a credit card. In addition, Seller agrees to apply payments as directed by Buyer, however, Seller reserves the right to apply payments differently if it deems it appropriate.

**PERSONAL GUARANTY** - As an inducement for A&K Railroad Materials, Inc., (Seller) to extend credit, to an individual(s) or an organization named \_\_\_\_\_, (hereinafter referred to as the Guarantor) the aforementioned Guarantor do severally and jointly guaranty payment of any indebtedness owed to Seller. In the event that Guarantor is married, the spouse must also sign the Personal Guaranty as the extension of credit will be based upon the inclusion of both parties. Guarantors authorize for references, banks, and credit reporting agencies to be contacted and information released to Seller to verify credit history.

The Guaranty will remain in force until Guarantor notifies Seller by certified mail, sixty (60) days prior to termination. Such Notice shall not be valid if any portion of Guarantor's debt remains unpaid to Seller. If said debt becomes delinquent and Seller seems it necessary to refer the account to collection, it is agreed that Guarantors will be liable for the outstanding balance plus a collection fee of up to twenty-five percent (25%). Should the delinquent account be referred to an attorney, Guarantors agree to pay court costs, interest, and reasonable attorney fees in addition to stipulating that Seller has the option of designating a Utah court as having venue and jurisdiction over the matter.

_____	_____	_____	_____
(Print Name)	(Date)	(Social Security #)	(Signature)
_____	_____	_____	_____
(Print Name)	(Date)	(Social Security #)	(Signature)

**PAYMENTS, FEES, AND CREDIT AUTHORIZATION AND VERIFICATION** – In consideration of A&K Railroad Materials, Inc. (the Seller), extending credit, the aforementioned Customer or Individual (the Buyer), agrees to abide by Sellers Terms of Sale and pay within the Standard Terms of thirty (30) days unless otherwise stipulated in writing.

Buyer agrees to pay Seller a Service Fee of 1.5% per month, or the highest fee amount allowed by State Law on delinquent invoices. If Buyer becomes delinquent and Seller deems it necessary to refer the account to collection, Buyer agrees to pay the outstanding balance plus a collection fee of up to twenty-five percent (25%). Should the delinquent account be referred to an attorney, Buyer agrees to pay court costs, interest, and reasonable attorney fees in addition to agreeing that Seller has the option of designating a Utah court as having venue and jurisdiction over the matter.

Company and Individual information is being provided by an authorized party to A&K Railroad Materials, Inc., as an inducement to establish credit and authorizes them to contact and receive information from references, other entities, banks and credit reporting agencies to verify Buyer's credit history.

Signature: \_\_\_\_\_                      Witness Required: \_\_\_\_\_  
Print Name: \_\_\_\_\_                      Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_                      Date: \_\_\_\_\_  
Date: \_\_\_\_\_

OFFICE USE ONLY: \_\_\_\_\_