





## BUSINESS CREDIT APPLICATION

### Customer Ordering and Delivery Information

Please fill out as much information as possible, as this will help Desert Mountain Corporation in assisting you throughout the year.

#### General Information

Customer Name:	
Billing Address:	
Office Phone #: (    ) -	Office Fax #: (    ) -

#### Accounts Payable Information

AP Contact :	
AP Phone : (    ) -	AP Fax : (    ) -
AP Email :	

#### Ordering Information

Order Contact:	
Order Phone : (    ) -	
Order Email:	

#### Delivery Information (If there is more than one, please list individually)

##### Site 1

Street Address:	City:	State:	Zip Code:
Delivery Contact:		Delivery Phone #: (    ) -	

##### Site 2

Street Address:	City:	State:	Zip Code:
Delivery Contact:		Delivery Phone #: (    ) -	

*\*If you have a pre-prepared business sheet, please feel free to attach.*



## BUSINESS CREDIT APPLICATION

### Desert Mountain Corporation's Credit agreement

Desert Mountain Corporation., hereinafter referred to as the "Company", and the undersigned, hereinafter referred to as "Customer", agree to the following regarding all goods, merchandise, material, or services purchased or obtained from Company and charged to Customer's account by Customer or an authorized representative of Customer:

1. This Credit Agreement provides for convenience credit only and any credit extended to Customer shall not be construed to be a revolving charge account and goods, merchandise, materials, or services charged to Customer's account pursuant to this Credit Agreement shall not be construed as a consumer credit sale or consumer related sale. This Credit Agreement is entered into the State of New Mexico, county of San Juan and shall be construed pursuant to the laws of the State of New Mexico, except where federal law preempts New Mexico law, or otherwise governs.
2. Company shall provide Customer with a credit limit and Customer agrees not to exceed that limit. Nothing contained herein, or in any prior agreement or understanding shall be deemed to create any duty on the part of company to extend or continue to extend financial accommodations to customer.
3. Company may place Customer on a cash-on-delivery basis or terminate this Credit Agreement at any time without prior notice to Customer.
4. Company will, if any sums are owed to it by Customer, mail Customer a monthly statement. All statement balances for goods, merchandise, materials, or services charged to Customer's account with Company are due and payable on the "DUE DATE" as shown on the monthly statement, or the last business day preceding the Due Date, if the Due Date is not a business day, of each calendar month, unless other terms are agreed to in writing between Company and Customer prior to the Due Date. Customer shall be in default of this Credit Agreement if any such sums are not paid Company on or before the Due Date.
5. Upon default a **FINANCE CHARGE** will be charged to Customer's account the day following the Due Date on any portion of the adjusted balance of the statement balance in default at a rate of 1 ½% per month compounded monthly which is an **ANNUAL PERCENTAGE RATE OF 18%**. The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. A late payment charge of fifty-cents may be assessed by Company in lieu of the **FINANCE CHARGE**.
6. Following default, Customer shall pay the Company all necessary and reasonable costs and expenses incurred by the Company in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, pre-judgment and post-judgment attorney's fees and costs as well as appeals and bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction.)
7. The Company's acceptance of any partial or delinquent payment after the Due Date or failure of the Company to exercise any rights or remedies shall not be a waiver of any of Customer's obligations pursuant to this Credit Agreement or the Company's rights, or constitute a waiver of any other similar obligation or default by Customer occurring at a later date.
8. From time to time, Customer may receive goods, merchandise, materials, or services from the Company that are charged to Customer's account when it may be impractical for Customer to sign an invoice. Customer waives objection to any such charges if an objection is not made within two months after the Company mails the first statement containing such charges to Customer.
9. Any action to enforce this Agreement, or any sales under this agreement, if brought by Desert Mountain Corp, may be brought in San Juan County, New Mexico or such other locale as may be appropriate, in the sole discretion of Desert Mountain Corp, Any action, if brought by Customer, shall be brought in San Juan County, New Mexico.
10. **WARNING:** The Company may change from time to time any or all of the terms of this Credit Agreement, including, but not limited to, changes to the Due Date and/or Finance Charge. Notice to customer of any such change shall be in writing and mailed general delivery to Customer's last known address and shall be mailed once a month during the thirty days prior to any such change. The incurrence by Customer, or any other person authorized by Customer, of any further indebtedness, including, but not limited to, any Finance Charges accrued on Customer's account shall constitute acceptance of the change by Customer.
11. Customer agrees that a faxed copy and/or a photocopy of this application and a faxed copy and/or photocopy of the signatures on this application shall be the same as an original for all purposes whatsoever.
12. This Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by the Company, its successors and assigns.
13. The agreements and covenants set forth within this Credit Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Credit Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein. As used herein and where the context so requires, the singular form of a word includes both the singular and plural and the plural form of a word includes both the plural and the singular.
14. Do not sign the Credit Agreement before you have read it, or if it contains blank spaces. You are entitled to an exact copy of this Credit Agreement when you sign it.
15. As used herein and where the context so requires, the singular form of a word includes both the singular and plural and the plural form of a word includes both the plural and the singular.
16. Customer certifies, swears and affirms that the information provided in the Credit Application and any financial statements given the Company is true and correct.
17. **NOTICE:** Co-signers understand and agree to pay any indebtedness incurred, pursuant to the terms of this Credit Agreement, by customer or those authorized by Customer, although they may not personally receive any goods, merchandise, materials, or services. Co-signers may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.
18. Customer acknowledges receipt of a copy of this Credit Agreement.
19. Company has the right at any time to request financial information from Customer, i.e., Company Financial Statements, Accounts Receivable/Accounts Payable Aging Reports, Taxes Past Due Reports, and Bank Security or Lien Note Information.
20. **Authorization for Release of Information:** I (We), the undersigned, hereby authorize a release of financial information on me and/or the business/corporation named below as requested by the credit department of Desert Mountain Corporation. Desert Mountain Corporation will guard the confidentiality of the information and will use it in considering my application for credit or to update financial information on my account. **This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.**



**BUSINESS CREDIT APPLICATION**  
**CREDIT GUARANTY**

**NOTE: IF REQUESTED BY DESERT MOUNTAIN CORP, THIS IS TO BE SIGNED BY PERSONS DEEMED ACCEPTABLE TO DESERT MOUNTAIN CORP.**

For valuable consideration, the receipt of which is hereby acknowledged, and the extension of credit accommodations to \_\_\_\_\_, hereinafter called "Customer", the undersigned guarantor, and if more than one, jointly and severally, guarantees absolutely, continually, unconditionally, and irrevocably the full and prompt payment of any sum presently owed or to be owed Desert Mountain Corp., hereinafter referred to from time to time as the "Company", for goods, merchandise, materials, or services, supplied at the request of Customer, its agents, or employees, including all service and/or finance charges, reasonable costs of collection and attorney's fees, whether pursuant to contract, or otherwise. Notice of acceptance is waived by the Guarantor.

The undersigned waives demand, notice of default, and extension of time, modification, or other forbearance, which may be extended by the Company to Customer. The Company shall not be required to pursue any other remedies before invoking the benefits of this guaranty. It is further understood and agreed that the Company may enforce this guaranty against any of the undersigned directly without first having exhausted its remedies against Customer. The company may settle with any one of the undersigned without releasing or impairing its rights against the remaining undersigned.

This guaranty shall continue in force until notice in writing, sent by registered or certified mail return receipt requested is received by Desert Mountain Corporation, 4381 US Hwy 64 PO Box 1633 Kirtland, New Mexico Attention: Credit Department. The notice shall specify the date on which this guaranty is to be terminated; said date not to be less than eight (8) days after the described notice is received by the Company. Such notice shall not result in a termination of this guaranty for any sum owed the Company by Customer prior to the date of termination specified in such notice.

This guaranty shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to any may by enforced by the Company, its successors and assigns. This guaranty shall be construed and interpreted according with the laws of the State of New Mexico. A faxed copy and/or photocopy of this guaranty shall be the same as an original for all purposes whatsoever.

Following default, Customer shall pay the Company all necessary and reasonable costs and expenses incurred by the Company in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, pre-judgment and post-judgment attorney's fees and costs as well as appeals and bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction.)

**NOTICE:** Guarantors understand and agree to pay any indebtedness incurred by Customer and owed the Company, although they may not personally receive any goods, merchandise, materials, or services. Guarantors may be sued for payment although the person who received the goods, merchandise, materials, or services is able to pay.

**Authorization for Release of Information:** I (We), the undersigned, hereby authorize a release of financial information on me and/or the business/corporation named below as requested by the credit department of Desert Mountain Corporation. Desert Mountain will guard the confidentiality of the information and will use it in considering my application for credit or to update financial information on my account. **This Authorization for Release of Information shall be continuous in nature and a photocopy shall be the same as an original for all purposes whatsoever.**

The undersigned acknowledges receipt of a copy of the Credit Agreement entered into between the Company and Customer and further acknowledges receipt of a copy of this Credit Guaranty.

Guarantor	Date	Guarantor	Date
Printed Name	Date	Printed Name	Date
Guarantor	Date	Guarantor	Date
Printed Name	Date	Printed Name	Date