



Cash Account Request - COD Terms

4901 West 2100 South | Salt Lake City, UT 84120

Phone: 801-974-0511 | Fax: 801-978-1850

Credit-Applications@wheelercat.com

Name of the Wheeler Machinery contact you are working with: _____

Applicant Name: _____

Legal Business Name/DBA (if applicable): _____

Physical Address: _____ City: _____ State: _____ Zip Code: _____

Billing Address – Check this box if the billing address is the same as the physical address. ☐

Billing Address: _____ City: _____ State: _____ Zip Code: _____

If address is not in the US, enter here: _____

Contact Name: _____ Title: _____ Email: _____

Business Phone: _____ Cell Phone: _____ Fax: _____

Federal ID: _____ Tax Exemption: _____ No _____ Yes (IF YES, MUST PROVIDE TAX EXEMPTION FORM.)

Description of Business: _____ Business Start Date: _____

ACCOUNT TERMS & CONDITIONS

Applicant warrants that the information provided in the Application, or in connection with the Application, is true and complete.

Applicant, its guarantors, agents, and sureties (collectively referred to as “**Applicant**”) hereby acknowledge and agree that in the event this WMC Cash (COD) Application (“**Application**”) is accepted and approved by Wheeler Machinery Co. and/or affiliates (collectively referred to as “**WMC**”), Applicant’s Cash on Delivery Account (“**Account**”) will be governed by the following terms and conditions (these “**Terms and Conditions**”).

By signing below, Applicant agrees, represents, and warrants the ability and willingness to pay for any, and all invoices at the time of sale with cash, check, or credit card prior to taking possession of parts and/or equipment.

DEFAULT, ATTORNEY FEES, GOVERNING LAW & VENUE: Applicant agrees to pay WMC for all expenses, costs, collection agency costs, and attorney fees incurred or expended by WMC to collect amounts due from Applicant pursuant to these Terms and Conditions and the terms of any invoice from WMC, whether a lawsuit or other legally proceeding is commenced or not. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between WMC and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal court located in Salt Lake City, Utah. Applicant expressly waives all venue rights and consents to the exclusive enforcement of this and any other agreement with WMC = in Salt Lake County, Utah. If Applicant becomes insolvent or if Applicant breaches any term or condition herein, or breaches any other agreement between WMC and Applicant, or if for any reason WMC deems itself insecure, WMC may terminate the agreement and close the cash account immediately. **Applicant expressly waives sovereign immunity with respect to any default hereunder and under any other agreement with WMC.** The failure of Applicant to make timely payment in full pursuant to this Application or pursuant to the payment terms set forth in the applicable invoice shall be deemed a material breach of these Terms and Conditions. Applicant shall pay interest in the amount of twenty four percent (24%) per annum or two percent (2%) per month to WMC or any amount due that is not timely paid, until such amount is paid in full.

MISCELLANEOUS: In the event Applicant rents or leases any equipment from WMC pursuant to this Account, Applicant agrees that Applicant has read or has had an opportunity to read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in the rental terms and conditions as such terms and conditions are set forth on the date of this Application at <http://wheelercat.com/rental-terms/>.

Applicant Printed Name: _____ **Title:** _____

Physical Signature Required: _____ **Date:** _____

***** A VALID STATE ISSUED ID IS REQUIRED WITH THIS APPLICATION TO RENT EQUIPMENT *****