

WASATCH

INTEGRATED

waste management district

P.O. Box 900 Layton, Utah 84041-0900
801.614.5600 Fax 801.614.5656

OPEN ACCOUNT CONTRACT

BUSINESS (CUSTOMER) NAME: _____

PHONE: ___/___-___

BUSINESS ADDRESS: _____

Address

City

State

Zip

BILLING ADDRESS: _____

Address

City

State

Zip

BILLING CONTACT: _____

COMPANY FAX: ___/___-___

TYPE OF ENTITY: Sole Proprietorship Partnership Corporation Other

FEDERAL ID #: _____

OR

SOCIAL SECURITY #: ___ - ___ - ____

DUN & BRADSTREET #: _____

CONTRACTOR'S #: _____

HOW LONG IN BUSINESS (YEARS): _____

ESTIMATED NET WORTH: _____

AS OF: _____

CREDIT REFERENCES

BANK REFERENCE: _____

PHONE: ___/___-___

ADDRESS: _____

CONTACT: _____

ACCOUNT NUMBER: _____

TRADE REFERENCE: _____

PHONE: ___/___-___

ADDRESS: _____

CONTACT: _____

ACCOUNT NUMBER: _____

TRADE REFERENCE: _____

PHONE: ___/___-___

ADDRESS: _____

CONTACT: _____

ACCOUNT NUMBER: _____

TRADE REFERENCE: _____

PHONE: ___/___-___

ADDRESS: _____

CONTACT: _____

ACCOUNT NUMBER: _____

Do you provide purchase orders: YES NO

If not please provide us with a list of authorized personnel that may use your account. Please attach additional sheet if necessary.

For office use only: Account Approved Account Disapproved

TERMS AND CONDITIONS

1. **OFFER AND ACCEPTANCE** – For valuable consideration in allowing the Customer to establish an open account with Wasatch Integrated Waste Management District (“Wasatch Integrated”) for the disposal of waste at Wasatch Integrated’s Landfill and Energy Recovery Facility (“facilities”) Customer hereby agrees to abide by the following terms and conditions of this open-account agreement.

The Customer understands that nothing contained herein shall obligate Wasatch Integrated to extend credit to Customer. Nevertheless, if Wasatch Integrated elects to extend credit to Customer, Wasatch Integrated reserves the right to terminate this contract and to suspend charging on account for Customer’s delivery of waste if the Customer fails to make payment due or otherwise fails to fulfill the terms of this agreement. Should this right be exercised by Wasatch Integrated, the Customer will be required to pay cash upon delivery of waste to District facilities. Nothing herein shall waive the requirement in Customer’s Hauler Contract with Wasatch Integrated to deliver all waste to District facilities.

2. **PAYMENT OBLIGATION** – Customer’s payment obligation shall be paid in United States currency when due. Customer shall make payment at the time of disposal of waste at District facilities unless an account has previously been established. Sales on open accounts shall be paid in full within twenty (20) days of invoice date. Customer acknowledges that time is of the essence as to its payment obligation. Wasatch Integrated shall charge, and the Customer agrees to pay Wasatch Integrated on Customer’s open account, a FINANCE CHARGE OF 1 ½ PERCENT PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) on any and all delinquent payments. Customer agrees to carry out the intent of this agreement. If Customer shall be in default hereunder, Wasatch Integrated shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Utah together with any lien rights provided under the laws of the State of Utah.
3. **OBEDIENCE TO RULES AND PROCEDURES** – All Customers delivering material to Wasatch Integrated’s facilities must strictly adhere to all traffic signs, rules and procedures. All vehicles must be operated in a safe and courteous manner while at District facilities.
4. **SECURING OF LOADS** – Each Customer is prohibited from bringing any vehicle onto District facilities which is carrying refuse which may leak or spill or which may be blown or scattered before unloading. It is the policy of Wasatch Integrated to **CHARGE DOUBLE** for uncovered or unsecured loads.
5. **PROPER DEPOSIT OF WASTE** – It is the responsibility of each Customer to make sure that waste entering the facilities in the Customer’s vehicle is deposited in the proper location. Each Customer is responsible for any spillage of unacceptable materials anywhere on Wasatch Integrated’s property. The Customer agrees to pay all cleanup costs assessed by Wasatch Integrated for such spillage outside of the designated areas. The Customer agrees to examine each load being deposited by Customer or Customer’s representative at Wasatch Integrated facilities for any hazardous waste. Customer certifies that any material delivered by Customer or representative of Customer does not contain any hazardous waste. The Customer shall be held liable for all costs of cleanup, legal, etc. for the deposit of such materials.
6. **MISCELLANEOUS** – This contract is to be construed according to the laws of the State of Utah and constitutes the full understanding of the parties.

If Customer is in default or breach hereunder, Customer agrees to pay all costs involved in collecting amounts due Wasatch Integrated, including court costs, and reasonable attorney’s fees.

All payments by Customer shall be made payable to Wasatch Integrated Waste Management District.

The parties who have executed this document represent and warrant that they are duly authorized to sign this document for and on behalf of the entity specified above.

Customer’s signature applied to this document will be used as written authorization for Wasatch Integrated to request consumer credit information on the consumer and as consumers acknowledgement that Wasatch Integrated has a legitimate business need for this information.

DATED this day of , 20

_____ Customer Authorized Signature

_____ Print or Type Name

_____ Title

_____ Print or Type Business (Customer) Name