



UTILITY TRAILER SALES OF ARIZONA
 1402 N. 22ND AVENUE
 P.O. BOX 6160-PHOENIX, ARIZONA 85005
 PHONE (602) 254-7213 FAX (602) 271-4128

LESLIE YOUNG-WALLER
 CREDIT MANAGER
 DIRECT: 602-462-2401
 lyoung@utilityaz.com

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

COMPANY NAME _____

PHONE _____ FAX _____

DELIVERY ADDRESS _____ CITY _____ ST _____ ZIP _____

BILLING ADDRESS _____ CITY _____ ST _____ ZIP _____

ACCOUNTS PAYABLE CONTACT _____ PHONE _____

WILL YOUR COMPANY ISSUE PURCHASE ORDERS? () YES () NO

WILL PURCHASES BE FOR RESALE? () YES () NO AZ RESALE LICENSE # _____

WILL YOUR COMPANY REQUIRE AUTHORIZED SIGNERS? () YES () NO

AUTHORIZED SIGNERS1) _____ 2) _____ 3) _____

BANK ACCOUNT INFORMATION

BANK _____ ACC# _____

CONTACT _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TRADE REFERENCES

NAME _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ PHONE _____ FAX _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

THE UNDERSIGNED AUTHORIZES A COMPLETE CREDIT CHECK ON THE COMPANY AND THE PRINCIPALS OF SAME AS INDIVIDUALS AND TO RELATE THIS INFORMATION TO OTHERS AS NECESSARY TO SECURE CREDIT APPROVAL. I ALSO AUTHORIZE ALL REFERENCES TO RELEASE ANY INFORMATION THAT MAY BE REQUESTED. THE COMPANY AGREES TO PAY REASONABLE ATTORNEY'S FEES AND ALL COSTS INCURRED IN ATTEMPTING TO, OR COLLECTING ANY SUMS OWED BY THE COMPANY. I CERTIFY THAT THE INFORMATION PROVIDED HERIN IS TRUE AND CORRECT.

SIGNATURE _____ TITLE _____ DATE _____

Credit Terms: Our terms are 30 days from date of invoice with NO EXCEPTIONS. Please do not apply if you are unable to abide by our terms. Companies not abiding by our terms are placed on credit hold.

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)


Lessor (see notes on pages 2-4)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____	MO ¹³	_____
AR	_____	NE ¹⁴	_____
 AZ ²²	_____	NV	_____
CA ³	_____	NJ	_____
CO ¹	_____	NM ^{1,15}	_____
CT ⁴	_____	NC ²⁵	_____
DC ⁵	_____	ND	_____
FL ²³	_____	OH ²⁶	_____
GA ⁶	_____	OK ¹⁶	_____
HI ^{1,7}	_____	PA ²⁷	_____
ID	_____	RI ¹⁷	_____
IL ^{1,8}	_____	SC	_____
IA	_____	SD ¹⁸	_____
KS	_____	TN	_____
KY ²⁴	_____	TX ¹⁹	_____
ME ⁹	_____	UT	_____
MD ¹⁰	_____	VT	_____
MI ¹¹	_____	WA ²⁰	_____
MN ¹²	_____	WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
3. California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
5. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
6. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
7. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
8. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.



**Arizona Department of Revenue
Transaction Privilege Tax Exemption Certificate**

**ARIZONA FORM
5000**

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

<p>Purchaser's Name and Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Vendor's Name _____</p>	<p>Check Applicable Box:</p> <p><input type="checkbox"/> Single Transaction Certificate</p> <p><input type="checkbox"/> Period From: _____ Through: _____</p> <p align="center"><i>(You must choose specific dates for which certificate will be valid)</i></p>
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Choose one transaction type per Certificate

<p><input type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19)</p> <p>Arizona Transaction Privilege Tax License Number _____</p> <p>SSN / EIN _____</p> <p>Other Tax License Number _____</p> <p>Tax number for another tax agency _____</p> <p>If no license number, provide reason: _____</p> <p>_____</p> <p>Precise Nature of Purchaser's Business _____</p>	<p><input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a)</p> <p>Tribal Business License # _____</p> <p align="center">OR</p> <p>Tribal ID# _____</p> <p>Name of Tribe _____</p> <p><input type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions (Please check appropriate item from numbers 1 - 23)</p>	<p><input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26)</p> <p>State of residence _____</p> <p>Driver's License# _____</p> <p>Driver's License State _____</p> <p>SSN/ID _____</p> <p>30 day Drive out permit # _____</p>
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Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, raiites, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier.
Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

UTILITY TRAILER SALES OF AZ

- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____ Date _____

Title _____



UTILITY TRAILER SALES COMPANY of ARIZONA

1402 N. 22ND AVENUE
P.O. BOX 6160 • PHOENIX, ARIZONA 85005
PHONE (602) 254-7213 • FAX (602) 271-4128

INDIVIDUAL PERSONAL GUARANTY

I, _____, RESIDING AT _____
FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST TO (NAME OF
COMPANY) _____ (HEREINAFTER REFERRED TO AS THE
"COMPANY"), OF WHICH I AM (TITLE) _____ HEREBY PERSONALLY
GUARANTEE TO YOU THE PAYMENT AT 1402 N. 22ND AVENUE, PHOENIX, IN THE STATE OF
ARIZONA, OF ANY OBLIGATION OF THE COMPANY AND I HEREBY AGREE TO BIND MYSELF TO
PAY YOU ON DEMAND ANY SUM WHICH MAY BECOME DUE TO YOU BY THE COMPANY
WHENEVER THE COMPANY SHALL FAIL TO PAY THE SAME. IT IS UNDERSTOOD THAT THIS
GUARANTY SHALL BE A CONTINUING AND IRREVOCABLE GUARANTY AND INDEMNITY FOR
SUCH INDEBTEDNESS OF THE COMPANY. I DO HEREBY WAIVE NOTICE OF DEFAULT,
NON-PAYMENT AND NOTICE THEREOF AND CONSENT TO ANY MODIFICATION OR RENEWAL
OF THE CREDIT AGREEMENT HEREBY GUARANTEED. I ALSO AGREE TO PAY REASONABLE
ATTORNEY'S FEES AND ALL COSTS INCURRED IN ATTEMPTING TO, OR COLLECTING ANY
SUMS OWED BY THE COMPANY.

SIGNATURE

SWORN AND SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____, _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____