



STAFFING SOLUTIONS

675 EAST 2100 SOUTH Suite 390
SALT LAKE CITY UTAH 84106-9813
800 366 1884 www.vistastaff.com

CREDIT APPLICATION and OPEN ACCOUNT AGREEMENT

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Telephone: _____

Fed. Emp. I.D. # _____

How Long in Business: _____ # Employees: _____ Type of Business: _____

Corporation [] If yes, State of Incorporation: _____; Partnership []; Individual [] If yes, Social Security # of Individual: _____

Listing with Dun and Bradstreet: Yes [] No []

Billing Address (if different):

Years at Present Address: _____

APPROX. AMOUNT OF CREDIT DESIRED: \$ _____

Purchase Order Required: Yes [] No []

Table with 4 columns: Title, Name and Home Address; Owned?; Years at Address; Home Phone Number. Includes header 'COMPANY OFFICERS'.

If all Officers and Employees are authorized to order materials, write ALL; otherwise, specify: _____

BANK REFERENCES

Form for Bank References with fields for Name, Branch, Phone, Checking [], Account Number, Savings [], Account Number.

OTHER CREDIT AND TRADE REFERENCES

Form for Other Credit and Trade References with fields for Name, Address, Phone Number.

ALL SALES OF GOODS OR SERVICES BY VISTA STAFFING SOLUTIONS TO PURCHASER ARE SUBJECT TO THE TERMS SHOWN ON THE REVERSE SIDE HEREOF.

Purchaser certifies that the statements in the Credit Application and Open Account Agreement are true and complete, that he has read the Terms shown on the reverse side hereof, and agrees to those Terms on all sales to Purchaser by VISTA Staffing Solutions.

DATED this ____ day of _____, 20 __. Purchaser: _____
Title: _____

CONTINUING PERSONAL GUARANTEE

In consideration of VISTA STAFFING SOLUTIONS' extension of credit to the above-named Purchaser, the undersigned personally guarantees payment and performance of all obligations incurred by the Purchaser and its successors in interest, including costs and attorneys' fees. The undersigned waives notice of acceptance, notice of nonpayment, protest, and notice of protest with respect to the obligations covered herein. This GUARANTEE shall continue in full force and effect as long as there are extensions of credit, and shall apply to any successor in interest unless expressly terminated in writing, with notice via certified mailing to, VISTA STAFFING SOLUTIONS.

DATED this ____ day of _____, 20 __. _____

Permanent Mailing Address: _____

TERMS

1. Deposits Required. All sales shall require an advance cash deposit unless VISTA STAFFING SOLUTIONS agrees to extend credit on open account. Unless otherwise agreed by VISTA STAFFING SOLUTIONS in writing, all purchases on open account shall be due and payable within fifteen (15) days of invoice date. Cash deposits shall be applied to final invoices only. Purchaser agrees to pay all invoices according to these terms.

2. Finance Charges. Purchaser agrees to pay a FINANCE CHARGE of one and one-half percent (1½%) per month, which is a PER ANNUM rate of eighteen percent (18%) on past due balances of thirty (30) days or more.

3. Attorneys Fees and Costs. Purchaser also agrees to pay all collection costs, plus reasonable attorneys' fees, whether or not legal action is commenced for nonpayment. All accounts are payable in Salt Lake City, Utah, in U.S. funds, and if paid by check, they must be drawn on U.S. banks.

4. Claims. If Purchaser fails to notify VISTA STAFFING SOLUTIONS of complaints or objections to billings or services of any contract physicians in writing within thirty (30) days from the date of services or billings, such services and billings shall, for all purposes under this Agreement, be deemed to be free from any defects, and shall operate as a waiver by Purchaser and release of VISTA STAFFING SOLUTIONS of any liability in respect to such claim.

5. Damages and Limitation of Liability. Except as otherwise specified in this Agreement, the exclusive remedy for breach of warranty, breach of contract, negligence or strict liability is limited to the contract price for services as to which a claim or breach is proved. IN NOT EVENT SHALL VISTA STAFFING SOLUTIONS BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES UNLESS SPECIFICALLY PROVIDED BY THIS AGREEMENT.

6. Financial Responsibility. If Purchaser's payments shall be in arrears, or the financial responsibility of Purchaser becomes impaired or unsatisfactory in the opinion of VISTA STAFFING SOLUTIONS, additional advance cash deposit or satisfactory security shall be given upon demand, and services may be withheld until such deposit or security is received. If such deposit or security is not received within fifteen (15) days from demand therefore, VISTA STAFFING SOLUTIONS may terminate this agreement. In the event Purchaser makes an assignment or any general arrangement for the benefit of creditors or if there are instituted by or against either party proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership or dissolution, VISTA STAFFING SOLUTIONS may cancel physician services unless paid for in full in advance and may terminate this Agreement without notice. The exercise of any right reserved under this section shall be without prejudice to any claim for damages or any other right under this Agreement or applicable law.