

# Business Access Loan Application and Agreement

Lines of Credit up to \$50,000 and Term Loans up to \$100,000\*



ZB, N.A. dba Zions First National Bank ("Bank") cannot process applications that are incomplete, unsigned, or missing documentation. Pending Bank's credit review and underwriting, the Bank may request additional information or documentation.

Credit Request			
Loan Type: <input type="checkbox"/> Line of Credit <input type="checkbox"/> Term Loan <input type="checkbox"/> SBA Express Loan (Provide completed Form 1919)	<input type="checkbox"/> Overdraft Line of Credit (Provide completed Business Access Loan Sweep Maintenance Form)	Amount Requested: \$	Loan Term:
Loan Purpose (explain the purpose of the funds):			
Collateral Type: <input type="checkbox"/> Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Machinery <input type="checkbox"/> Unsecured (Line of Credit Only)			
Collateral Description (Year/Make/Model – Provide Purchase Order; C.D. #):	Value: \$	<input type="checkbox"/> Authorization for Bank to advance funds to vendor upon loan approval (term loan only)	
Business Applicant Information (Hereafter sometimes referred to as "Business" if Applicant is a business entity; Hereafter sometimes referred to as "Owner" if Applicant is an individual or sole proprietorship)			
Applicant Name, Business Legal Name (if Applicant is a Business Entity), or Owner's Legal Name (if Applicant is an Individual and operates its business as a Sole Proprietor [as shown on tax return]):			
Doing Business As (DBA) (if applicable):			Taxpayer ID#:
Applicant Business Street Address (cannot be a P.O. Box) <input type="checkbox"/> Check if home-based		City:	State: Zip Code:
Applicant Business Mailing Address (If different from above):		City:	State: Zip Code:
Applicant Phone Number:	Date Applicant's Business Established – Month/Year:	Under Current Ownership Since – Month/Year:	Applicant Business Location: <input type="checkbox"/> Own <input type="checkbox"/> Lease #Years:
Last Year's Applicant Business Annual Gross Sales/Revenue:	Last Year's Applicant Business Annual Net Income (before taxes):	Number of Employees:	State of Business or DBA Filing:
Applicant Business' Monthly Debt Payments (Principal and Interest):	Total Balance of All Applicant Business Outstanding Debts: \$	Do you currently bank with us? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Primary Contact Name:	Primary Contact Title:	Primary Contact E-mail Address:	Primary Contact Phone Number:
Applicant Business Type: <input type="checkbox"/> C. Corp. <input type="checkbox"/> S. Corp. <input type="checkbox"/> LLC <input type="checkbox"/> PLLC <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Other:			
Applicant's Business Description (Product/Service Provided):			
Auto Debit: <input type="checkbox"/> Yes <input type="checkbox"/> No	Average Checking/Savings Balances: \$		
Zions Bank Account Number:			
Other Information			
Is each Owner, Joint Applicant, and Guarantor(s) a U.S. Citizen? If "No", provide copy of front and back of Alien Registration card for each non-U.S. Citizen.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Business, Owner, Joint Applicant, or any Guarantor (1) filed for bankruptcy or defaulted on any debts, (2) been a party to, or the subject of, any litigation, lawsuits or other legal claims in the last 7 years, (3) defaulted under any loan or credit obligation with another lender, or (4) had a foreclosure, deed-in-lieu, or short sale within the last 4 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Business, Owner, Joint Applicant, or Guarantor owe any taxes for years prior to the current year or are any taxes currently past due by the Business, Owner, or Guarantor?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the Business, Owner, Joint Applicant, or Guarantor a director, executive officer, or principal shareholder of a financial institution?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for SBA Government Guaranteed Loan Consideration (Disregard if submitting SBA Form 1919)			
Is the Applicant, Owner, or Guarantor presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Applicant, Owner, or Guarantor been arrested in the past six months for any criminal offense?			<input type="checkbox"/> Yes <input type="checkbox"/> No
For any criminal offense other than a minor vehicle violation, has the Applicant, Owner, or Guarantor ever (1) been convicted; (2) pled guilty; (3) pled nolo contendere; (4) been placed on pretrial diversion; or (5) been placed on any form of parole or probation (including probation before judgment)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you are at least 50% or more owner of the Business, are you more than 60 days' delinquent on any obligation to pay child support arising under an administrative order, court order, repayment agreement between the holder and a custodial parent, or repayment agreement between the holder and a state agency providing child support enforcement services?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Is the Applicant, Owner, or Guarantor employed by the U.S. Government? If yes, in what position/agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Applicant, Owner, Guarantor, spouse, or any member of the Applicant, Owner, or Guarantor's household, or anyone who owns, manages or directs your business (or their spouses or members of their households), work for the U.S. Small Business Administration, Small Business Advisory Council, SCORE, ACE, or any federal agency or the participating lender?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has an application for the loan you are applying for now ever been submitted to SBA or to a Certified Development Company or lender in connection with any SBA program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the Applicant, Owner, or Guarantor presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in this transaction by any Federal department or agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Applicant Authorization, Agreement, and Acknowledgement Regarding this Business Loan Application and Agreement**

The Business, Owner, and person(s) signing below hereby (each, an "Applicant"): (1) certify that all information provided herein is true, correct, and complete; (2) authorize the current and past creditors to release information to Bank regarding the creditworthiness of the Applicant and authorize Bank to check the credit history of the Applicant and verify the information with any source; (3) authorize Bank to obtain credit reports, including consumer credit reports, and other information about the Applicant (and if the Applicant is a sole proprietorship, consumer credit reports and employment history of the Owner's spouse, if living in a community property state), in connection with this application or in connection with updates, renewals, extensions, or from time to time until any credit granted as a result of this application is repaid in full and the credit has matured; (4) authorize Bank to report information about credit obtained in connection with this application to credit bureaus. Late payments, missed payments, or other defaults on credit obtained in connection with this application may be reflected in credit reports of the Applicant; (5) authorize Bank to release any and all financial and other information concerning the Applicant to (i) the United States Small Business Administration and/or Certified Development Companies, and (ii) to third parties as Bank desires in its sole discretion in connection with Bank's consideration of the proposed credit transactions; (6) **agree to be bound by the provisions of this Business Loan Application and Agreement (including, without limitation, the terms and conditions of the "Agreement" section below, the Business Access Credit Agreement as amended from time to time, and any other documents which govern the respective credit that may be provided to the Applicant by Bank if the Applicant is approved for credit hereunder;** (7) represent and warrant that the person(s) signing on behalf of the Business is/are duly authorized to execute this Business Loan Application and duly bind the Business and delivery of this Business Loan Application and Agreement has been authorized by all necessary legal action by the Business and the Business will provide Bank written confirmation of such action upon request; (8) agrees that by providing a wireless telephone number(s) herein, the Applicant consents to receiving autodialed and prerecorded message calls and text messages from Bank or its third-party debt collector at the number(s) provided and confirm that the Applicant is/are the primary owner(s) of the number(s) and have the authority to provide this consent for the wireless number(s) provided; (9) an imaged or electronic facsimile or copy of the signatures of the Applicant may be used as evidence of the Applicant's agreement to the terms of this Business Loan Application and Agreement and I (i) waive any right to insist or require that Bank produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Bank is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment, or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any document related to the credit applied for hereunder shall be deemed to be of the same force and effect as the original manually executed document; (10) understand and agree that the credit applied for under this Business Loan Application and Agreement may be used only for Business purposes; (11) understand the information provided in this Business Loan Application and Agreement is made for the purpose of obtaining credit and any FALSE information may result in forfeiture of benefits and possible prosecution.

**Important information about procedures for opening a new account and/or applying for a loan.**

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each business entity and/or person who opens an account. What this means for you: When you open an account or apply for a loan, we will ask for your Federal Tax Identification Number, full legal name of your business, the physical address of your business; if you are an individual, we will ask for your full name, physical address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents that will aid in confirming this information.

**FOR BUSINESS ENTITY APPLICANTS:**

**Business Entity Applicant Name:** \_\_\_\_\_

_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date

**FOR SOLE PROPRIETORSHIP APPLICANTS:**

**Individual Applicant Name:** \_\_\_\_\_

_____	_____	_____
Printed Name	Signature	Date

Please note that this application is subject to approval. If the application and request for credit is approved by Bank, Applicant will be notified in writing of the approved credit limit, along with the Business Access Loan Terms describing the terms and conditions of the Loan.

**Guarantor Information**

- ALL INDIVIDUALS OR BUSINESS ENTITIES WITH A 20% OR MORE OWNERSHIP INTEREST OF THE APPLICANT MUST COMPLETE AND SIGN THE FOLLOWING SECTION
- GOVERNMENT AGENCIES AND NON-PROFIT ORGANIZATIONS ARE NOT REQUIRED TO COMPLETE THE FOLLOWING SECTION

<b>Guarantor #1</b>	Name of Personal Guarantor:		Primary Phone Number:		Social Security Number:		Date of Birth (MM/DD/YYYY):	
	% Ownership of Company: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Managing Member <input type="checkbox"/> Partner <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Other: _____							
	Home STREET Address (Cannot be a PO Box):				City:		State:	Zip:
	Gross Personal Annual Income*: \$		Driver's License/State ID #:		Expiration Date:		State Issued:	
<b>Guarantor #2</b>	Name of Personal Guarantor:		Primary Phone Number:		Social Security Number:		Date of Birth (MM/DD/YYYY):	
	% Ownership of Company: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Managing Member <input type="checkbox"/> Partner <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Other: _____							
	Home STREET Address (Cannot be a PO Box):				City:		State:	Zip:
	Gross Personal Annual Income*: \$		Driver's License/State ID #:		Expiration Date:		State Issued:	
<b>Guarantor #3</b>	Name of Personal Guarantor:		Primary Phone Number:		Social Security Number:		Date of Birth (MM/DD/YYYY):	
	% Ownership of Company: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Managing Member <input type="checkbox"/> Partner <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Other: _____							
	Home STREET Address (Cannot be a PO Box):				City:		State:	Zip:
	Gross Personal Annual Income*: \$		Driver's License/State ID #:		Expiration Date:		State Issued:	
<b>Guarantor #4</b>	Name of Personal Guarantor:		Primary Phone Number:		Social Security Number:		Date of Birth (MM/DD/YYYY):	
	% Ownership of Company: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Managing Member <input type="checkbox"/> Partner <input type="checkbox"/> CEO <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Other: _____							
	Home STREET Address (Cannot be a PO Box):				City:		State:	Zip:
	Gross Personal Annual Income*: \$		Driver's License/State ID #:		Expiration Date:		State Issued:	

\*Gross Personal Annual Income includes any earned income related and unrelated to the business so long as it is not included in the business' annual net profit. Alimony, child support, or separate maintenance income need not be disclosed if you do not wish to have it considered.

**Authorization and Agreement**

By signing below, in my individual capacity (even if I place a title or other designation next to my signature), I (1) certify that all information I have provided on this Application or in connection herewith is true, correct, and complete; (2) authorize my current and past creditors, employers, and consumer reporting agencies to release information to Bank regarding the request for the account(s) as indicated above; (3) agree that if I provided a wireless telephone number(s) herein, I consent to receiving autodialed and prerecorded message calls and text messages from the Bank or its third-party debt collector at that number and confirm that I have the authority to provide this consent for the wireless number provided; (4) authorize Bank to obtain credit reports, including consumer credit reports, and other information about me, in connection with this application or in connection with updates, renewals, extensions or from time to time until any credit granted as a result of this application is repaid in full and the credit has matured, and I understand and agree that Bank will obtain periodic follow-up credit reports on me from credit reporting agencies; (5) authorize Bank to release any and all financial and other information and documents concerning me, including such information and documents supplied to Bank by me and information about my credit and account experience with Bank, to (i) such third parties as Bank desires in its sole discretion in connection with Bank's consideration of the proposed credit transaction, including but not limited to participant banks, and (ii) to the United States Small Business Administration ("SBA") and/or Certified Development Companies ("CDCs"), as deemed appropriate by Bank for any purpose related to the proposed credit transactions between Bank and Applicant in which the SBA or CDCs may participate; (6) agree to be bound by the provisions of this Business Loan Application and Agreement (including, without limitation, the terms and conditions of the "Agreement" section below, the Business Access Credit Agreement as amended from time to time, and any other documents which govern the respective credit that may be provided to the Applicant by Bank if the Applicant is approved for credit hereunder; and (7) agree that an imaged or electronic facsimile or copy of my signature, in any capacity, may be used as evidence of acceptance of the terms hereof and I (i) waive any right to insist or require that Bank produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Bank is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any document related to the credit applied for hereunder shall be deemed to be of the same force and effect as the original manually executed document.

\_\_\_\_\_  
Guarantor #1 – Printed Name

\_\_\_\_\_  
Guarantor – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor #2 – Printed Name

\_\_\_\_\_  
Guarantor – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor #3 – Printed Name

\_\_\_\_\_  
Guarantor – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor #4 – Printed Name

\_\_\_\_\_  
Guarantor – Signature

\_\_\_\_\_  
Date



**W-9 Request for Taxpayer Identification Number and Certification**

Complete this section only if you are a U.S. citizen or U.S. resident alien. All others please complete an IRS Form W-8.

Check appropriate box for federal tax classification; check only one of the following seven (7) boxes:

- Individual/Sole Proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate     Other \_\_\_\_\_
- Limited Liability Company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) \_\_\_\_\_

**NOTE:** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**NAME** (as shown on your tax return): \_\_\_\_\_

**Business Name**/disregarded entity name, if different than above: \_\_\_\_\_

**TIN** (only one TIN may be provided)

**SSN:** \_ \_ - \_ - \_ \_ \_ \_ \_ OR **EIN:** \_ - \_ - \_ \_ \_ \_ \_ \_ \_

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person, **and**
4. I am exempt from FATCA reporting.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## Agreement (Applicant, Joint Applicant, and Guarantors)

I hereby agree, effective upon the approval by Bank of any credit applied for (the "Loan") under this Business Loan Application and Agreement (the "Application") and the first request for an advance of Loan proceeds, the Applicant and Joint Applicant (each, a "Borrower") and the guarantor(s) of the credit as set forth above (each, a "Guarantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

**Promise to pay:** Borrower promises to pay to ZB, N.A. dba Zions First National Bank ("Lender"), or order, in lawful money of the United States of America, the entire amount owing under the Credit Agreement (defined below) including, without limitation, the principal balance of the Loan or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each Loan advance. Interest shall be calculated from the date of each Loan advance until repayment of each Loan advance, in accordance with the interest rate set forth in the Credit Agreement.

**Confirmed Loan Terms:** Lender will provide to the Borrower in writing, in the form of a letter setting forth the general terms of the Loan, including, without limitation, the approved principal amount, the interest rate, repayment terms, and other miscellaneous terms ("Confirmed Loan Terms"), together with the document entitled "Business Access Credit Agreement" (a copy of which may be previewed at [the Zions Bank Agreement Center](#)) which shall accompany the Confirmed Loan Terms, which shall, in addition to this Business Access Loan Application and Agreement, set forth the terms and conditions which shall govern the Loan, all of the terms and conditions of which are hereby incorporated by reference and represent the final agreement between Bank, Borrower(s), and Guarantor(s) and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties.

This Application, Business Access Credit Agreement, the Confirmed Loan Terms, and any and all other documents, instruments, or agreements executed and/or delivered in connection with the Loan shall be collectively referred to as the "Credit Agreement". By signing below, Borrower(s) agrees to be bound by all of the terms of the Credit Agreement, as amended and modified from time to time, including but not limited to the jury waiver provisions (where not prohibited by applicable law).

There are no unwritten agreements between the Lender and Borrower or Guarantors.

**Grant of Security Interest:** By signing below, the Borrower and Guarantor hereby grant, pledge, and assign to Bank a security interest in their respective interests in the Collateral and each acknowledges the indebtedness and confesses judgement thereon in favor of Bank and consents to the seizure of the Collateral and the sale thereof, with or without appraisal. "Collateral" means any and all equipment or other goods acquired directly or indirectly with proceeds of the Business Access Loan (as that term is defined in the Business Access Credit Agreement), including, without limitation, the Collateral described in the "Credit Request" section of this Application, together with any substitutions and replacements thereof, and all products and proceeds thereof. Borrower and Guarantor agree to execute and deliver to Bank any additional security agreements, powers of attorney, or other agreements, documents or instruments that Bank may require to further evidence the grant of the security interest hereunder.

If permitted by law, Borrower and Guarantor irrevocably appoint Lender or designee as Borrower's or Guarantor's attorney-in-fact, coupled with an interest, with full authority in the place of Borrower and Guarantor, in Bank's discretion, to take any action and to execute any instrument which Bank may deem advisable to perfect the security interests created by the Security Agreement, including without limitation, financing statements, assignments or acknowledgements. Borrower and Guarantor authorize Bank or its designee to execute and file a financing statement or statements on Borrower's or Guarantor's behalf, as the case may be, which statement(s) may be signed by Bank or its designee alone.

Borrower shall procure and maintain all risks insurance, including without limitation fire, theft, and liability coverage together with such other insurance as Bank may require with respect to the Collateral, in form, amounts, coverages, and basis reasonably acceptable to Bank and issued by a company or companies reasonably acceptable to Lender.

**Personal Guaranty:** Each Guarantor signing the Business Loan Application and Agreement absolutely and unconditionally guarantees and promises to pay any and all indebtedness and obligations arising under the Loan and any other loan, line of credit or indebtedness granted by Bank to Borrower, including without limitation any and all principal, interest, fees, charges and costs, and under any extensions, increases, modifications, substitutions, or renewals of the Loan or such other loan, line of credit, or indebtedness. Each Guarantor hereby unconditionally and irrevocably waives (1) presentment, demand, protest, notice of protest, dishonor, or nonpayment and notice of any actions taken by Bank with respect to the Loan or its collection; (2) the right to require Bank to proceed against Borrower or all or any of the other Guarantors; (3) the right to require Bank to pursue any security, property, or remedy in connection with the Loan. Guarantor agrees to notify Bank promptly of any changes in its financial condition or, to the extent Guarantor acquires knowledge thereof, of any additional indebtedness by Borrower or changes in the Borrower's financial condition. Guarantor further unconditionally and irrevocably waives any defense arising by reason of any defense of the Borrower or another Guarantor, other than the full and indefeasible payment of the Loan. Bank may, without affecting Guarantor's liability hereunder and without notice of consent: (a) extend, modify, compromise, accelerate, renew, increase, substitute, waive, forbear, terminate subordinate, or otherwise change the Loan or any of its terms or conditions, including without limitation the interest rate and amount and time for repayment; (b) proceed against the Borrower, any collateral or any one or more Guarantors; and (c) release or substitute any party liable directly or indirectly on the Loan. Guarantor further agrees to be bound, as if a party, to the jury trial and judicial reference provisions and to the jurisdiction and venue selection provisions agreed to by Bank and Borrower hereunder and further set forth in the Business Access Credit Agreement. Guarantor acknowledges and agrees that should any other person or entity also guarantee all or any part of the Loan, Guarantor shall be jointly and severally liable to Bank hereunder with any and all such other persons or entities. Guarantor represents and warrants to Bank that: (i) Guarantor is completely familiar with Borrower and its financial condition, operations, properties, prospects and has adequate means of obtaining any information it deems necessary or desirable on an ongoing basis with respect thereto; (ii) Guarantor agrees to look solely to Borrower, and not to Lender, for copies of all of the credit documents associated with the Loan and acknowledges that a copy of the Business Access Credit Agreement may be obtained at [the Zions Bank Agreement Center](#) and (iii) Guarantor's guaranty hereunder is a guarantee of payment and performance and not of collection. Guarantor acknowledges that the terms of the Credit Agreement, along with any renewal, amendment, or modification thereof, will be provided only to Borrower and that it shall be the responsibility of each Guarantor to obtain a copy of such document(s) from Borrower.

**Loan Advances:** Except as additionally authorized by Borrower (e.g., through Bank's online banking website, telephone transfer agreement, or by written authorization of Borrower), each of the following individuals is authorized by Borrower to request Loan advances upon approval of the Loan by the Bank:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

**Borrower acknowledges that any authorized users in Borrower's online banking accounts with Bank may be able to request Loan advances.**

(Agreement continued on the next page)

**Term Loan Advances:**

IF THE LOAN IS A TERM LOAN (AS APPLIED FOR IN THE "CREDIT REQUEST" SECTION OF THIS APPLICATION), BORROWER HEREBY AUTHORIZES AND DIRECTS BANK, UPON APPROVAL OF THE LOAN, TO MAKE AN ADVANCE OF THE LOAN, UP TO THE AMOUNT OF THE APPROVED LOAN, DIRECTLY TO SELLER OR TRANSFEROR OF THE COLLATERAL AS DEPICTED ON THE INVOICE OR PURCHASE ORDER PROVIDED TO BANK BY BORROWER WITH THIS APPLICATION. THE FOREGOING AUTHORIZATION SHALL CONSTITUTE BORROWER'S REQUEST FOR A LOAN ADVANCE AND NO OTHER REQUEST SHALL BE NECESSARY FOR BANK TO ADVANCE LOAN FUNDS DIRECTLY TO THE SELLER FOR THE BORROWER'S ACQUISITION OF THE COLLATERAL. As a condition precedent to such advance, Bank may require, in its sole and absolute discretion, (i) that Borrower or other owner of the Collateral execute and deliver to Bank a security agreement, or any other agreement, document, or instrument, granting Bank a security interest in and to the Collateral and/or otherwise perfecting Bank's security interest in and to the Collateral or preserving or protecting Bank's interest in and to the Collateral, including any power-of-attorney Bank may require, and (ii) that the advance be made directly to the seller or transferor of the Collateral being acquired or purchased.

**Adverse Action Notice:** If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact **Business Banking Loan Center, 2460 South 3270 West, West Valley City, UT 84119** or call (888) 290-8509 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

**Notice:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street, NW, Washington, DC 20006.

**Dispute Resolution:** Any disagreement arising under or in connection with this Business Loan Application or processing of this application shall be resolved in the state or federal courts located in the City and State of Bank's principal headquarters, and each party hereto waives any right to require or request a jury trial, to participate in any class action as a member or representative of any class, or to act as a private attorney general. In the event of any credit granted by Bank, this section shall be superseded for that credit to the extent of any express conflicting or express additional dispute resolution provisions in the Business Access Credit Agreement.

**BORROWER(S):**

**FOR BUSINESS ENTITY APPLICANTS:**

**Business Entity Applicant Name:** \_\_\_\_\_

_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date
_____	_____	_____
Authorized Officer – Printed Name & Title	Authorized Officer – Signature	Date

**FOR SOLE PROPRIETORSHIP APPLICANTS:**

**Individual Applicant Name:** \_\_\_\_\_

_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Joint Applicant– Printed Name	Joint Applicant– Signature	Date

**GUARANTOR(S):**

_____	_____	_____
Guarantor #1 – Printed Name	Guarantor – Signature	Date
_____	_____	_____
Guarantor #2 – Printed Name	Guarantor – Signature	Date
_____	_____	_____
Guarantor #3 – Printed Name	Guarantor – Signature	Date
_____	_____	_____
Guarantor #4 – Printed Name	Guarantor – Signature	Date

<b>BANK USE ONLY</b>	Line Officer:	Certification Site Visit was conducted on Borrower <u>not</u> meeting existing customer qualification: <input type="checkbox"/> Site Visit Completed
	Booking Cost Center:	
	Date Application Received (Reg B Start):	
	Funding Instructions: <input type="checkbox"/> Deposit to Account #:	<input type="checkbox"/> Issue Check <input type="checkbox"/> Wire (Instructions Attached) <input type="checkbox"/> Invoice/PO attached