CREDIT APPLICATION - TERMS & CONDITIONS

Customer herein applies for the extension of credit regarding payment for services provided by AKRR. Prior to the establishment of credit, any and all moves will be done on a cash basis.

Customer agrees:

A) That the extension of authorized credit terms is at the discretion of AKRR. Failure to comply with the terms and conditions found herein may constitute suspension of credit or the requirement of a security deposit, surety bond or other form of insurance.

B) ***Freight,accessorial/incidental charges***are duewithin **30DAYS** from invoice date. Payment shall be deemed to have been made upon receipt of funds in AKRR's bank.

C) ***Passenger*** charges are due within**30 DAYS** from invoice date.Payment shall be deemed to have been made upon receipt of funds in AKRR's bank.

D) ***Real estate*** charges are due, without notice or demand,in advance on or before the first day of the billing term.Payment shall be deemed to have been made upon receipt of funds in AKRR's bank.

E) All past due items will accrue late payment charges in the amount of 10.5% per annum, or the highest permissible lawful rate unless the amount is under specific, legitimate dispute between AKRR and Customer.

F) That if payment is not made and received in accordance with the documented credit terms, AKRR is specifically authorized to pursue all legal collection remedies. Any costs incurred in the process of collecting past due indebtedness will be the responsibility of the party owing said amount.

G) That any account shall be paid in full in accordance with the authorized credit terms extended and no deductions (by way of contra accounts or other off-sets regarding claims against AKRR) shall be made unless specific arrangements for postponing receipt of said payment (pending investigation and action by AKRR) has been authorized by anAKRR representative. In the absence of such arrangements (prior to the normal due date, "within credit terms"), the presumption will be that items billed and booked are correct.

H) To be responsible for all freight and miscellaneous/sundry items charged to its account in accordance with information reflected on waybills. Any dispute between consignor(s) (shipper) or consignee (receiver) as to payment of these charges is to be settled between them.

I) That unless otherwise provided, transactions are subject to AKRR's published rates, terms and conditions as provided in, but not limited toAKRR Tariff Rates.

J) That payment will be received in accordance with Customer's authorized credit terms even if Customer uses a third party payables outfit. No relief or additional days will be granted to Customer that out-sources its accounts payable. Any and all issues arising will be resolved between Customer and its Accounts Payable agent.

327 W. Ship Creek Avenue
Anchorage, Alaska 99501

MAILING ADDRESS
P.O. Box 107500, Anchorage, Alaska 99510-7500

TEL 907.265.2300 FAX 907.265.2416
AlaskaRailroad.com

K) That AKRR is entitled to obtain information from any legitimate source in support of this application.

L) That, if available and applicable, Customer will receive and processinvoices by electronic means (eg, pdf, EDI, etc).

M) That, if available and applicable, Customer will provide remittance detail to arremit@akrr.comwhen sending payment.

N) That any changes modifications or alterations to this application for credit is not permitted and shall constitute an automatic rejection at this time. Customer acknowledges that it will be required to reapply for credit.

IN ORDER TO EXPEDITE THE PROCESSING OF THIS CREDIT APPLICATION, ENSURE THAT ALL REQUSTED INFORMATION IS PROVIDED.

It is hereby warranted the policy above has been read and understood and that application information provided is correct. Furthermore, I represent that the applicant herein indicated has the financial ability and willingness to pay all invoices within established terms.

_____
Printed Name & Title

_____
Signature &Date

EXECUTE & RETURN TO:

ALASKA RAILROAD CORPORATION
ATTN: ACCOUNTS RECEIVABLE
PO BOX 100520
ANCHORAGE, ALASKA 99510-0520

FAX: 907.265.2517
EM: arremit@akrr.com

Anchorage Telephone Numbers
(For billing issues/disputes/questions)

Book freight/car locate	Tel	Fax	Freight Rates	Tel	Fax
Customer Service	907.265.2624	907.265.2677	Marketing	907.265.2485	907.265.2597
Marketing	907.265.2485	907.265.2597			
Freight bill questions			**Tour Group Info**		
Accounts Receivable	907.265.2650	907.265.2517	Passenger Tour Services Coordinator	907.265.2453	907.265.2323
Revenue & Billing	907.265.2480	907.265.2517			
Real Estate			**Passenger Services**		
Leases	907.265.2466	907.265.2450	Accounting	907.265.2322	907.265.2323
Permits	907.265.2465				
Other	907.265-2670				

CREDIT APPLICATION/INFORMATION

Full Business Name			Commodity to be shipped	
Credit Amount Requested			Have you had an account with AKRR under a different name?	Yes ☐ No ☐
Have you ever filed bankruptcy?	Yes ☐ No ☐	If Yes, When?	State filed in	
Street		State/Province / ZIP		
Tel	Fax		Website	
Proprietorship ☐	Corporation ☐	Partnership ☐	LLC ☐	Other ☐
State of Incorporation		Year		

BILLING ADDRESS / INFORMATION

Accounts Payable Contact		
Street		State/Province / ZIP
Tel	Fax	Website
Email #1		Email #2
Invoice format	Mail ☐	Email (***preferred***) ☐

TRADE REFERENCES

Name of First Reference		
Address (Street or PO Box)	City	State/Province / ZIP
Tel	Fax	Email

Name of Second Reference		
Address (Street or PO Box)	City	State/Province / ZIP
Tel	Fax	Email

Name of Third Reference		
Address (Street or PO Box)	City	State/Province / ZIP
Tel	Fax	Email

BANK REFERENCE

Name		City, State, ZIP
Name of Contact		Title
Tel	Fax	Email

DISCLOSURE & AGREEMENT: The information above has been provided in confidence for the purpose of obtaining credit and is warranted to be true. Applicant authorizes the ARRC to investigate the references listed. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of consumer credit report on the undersigned by ARRC, from time to time as may be needed, in the credit evaluation process. Accounts past due are subject to credit discontinuance without notice. Interest shall accrue on all past due balances at the rate of 10.5% per annum.

_____ _____ _____

(PRINT CLEARLY OR TYPE) OWNER OR OFFICER **TITLE** **DATE**

SIGNATURE: _____

RETURN TO:

ALASKA RAILROAD CORPORATION

ATTN:ACCOUNTS RECEIVABLE
PO BOX 100520
ANCHORAGE, AK 99510-0520

EM:arremit@akrr.com
TEL: 907.265.2650
FAX: 907.265.2517

CREDIT INFORMATION RELEASE FORM

_____ Date: _____

_____ Account #: _____

_____

_____

The individual/company shown below has authorized release of credit information to the Alaska Railroad Corporation. Please provide the information requested below and return promptly via fax or email.

Should you need any further information please contact me.

ALASKA RAILROAD CORPORATION

By: Accounts Receivable Manager
arremit@akrr.com
Tel: 907.265.2650
Fax: 907.265.2517

AUTHORIZATION TO RELEASE CREDIT INFORMATION

I hereby authorize release of credit information to the Alaska Railroad Corporation for:

_____
(Individual/Company)

_____ _____ _____
Print Name Authorized Signature Title Date

CREDIT INFORMATION REQUESTED

Average Balance: $ _____Times Overdrawn:_____Date Acct Opened: _____

Date Account Opened:_____ Prompt Payments? Yes ☐ No ☐

High Credit Amount: $_____ Current Balance: $ _____

Amount Past Due: $_____ Terms: _____

Comments:_____

_____

_____

BANK RELEASE FORM

_____ Date: _____

_____ Account #: _____

_____

_____

The individual/company shown below has authorized release of credit information to the Alaska Railroad Corporation. Please provide the information requested below and return promptly via fax or email.

Should you need any further information please contact me.

ALASKA RAILROAD CORPORATION

By: Accounts Receivable Manager
arremit@akrr.com
Tel: 907.265.2650
Fax: 907.265.2517

AUTHORIZATION TO RELEASE CREDIT INFORMATION

I hereby authorize release of credit information to the Alaska Railroad Corporation for:

_____
(Individual/Company)

_____ _____ _____
Print Name Authorized Signature Title Date

CREDIT INFORMATION REQUESTED

Average Balance: $ _____Times Overdrawn:_____Date Acct Opened: _____

Loan History:

Available Credit: $_____

Secured Credit: $_____

Current Balance: $_____

Manner of Payment

☐ Discounts_____

☐ Prompt

☐ Slow _____ Days

Comments:_____

_____

_____

GENERAL GUARANTY

This Guaranty, made by, (name) _____ , whose address is _____ hereinafter referred to as 'Guarantor', is hereby given to the Alaska Railroad Corporation, hereinafter referred to as 'ARRC', with respect to credit extended to (business name) _____ , hereinafter referred to as 'Debtor'. Debtor is desirous of obtaining credit from ARRC, which requires security for payment of any current indebtedness and all indebtedness incurred in the future by Debtor. Guarantor is willing to furnish such security in the form of a personal guaranty of payment of all such current and future indebtedness. In consideration of ARRC's willingness to grant Debtor credit in its discretion, Guarantor agrees as follows:

1. Guarantor guarantees prompt repayment when due of all amounts owed now or in the future by Debtor to ARRC. If Debtor defaults in the payment of any such indebtedness, Guarantor will pay to ARRC or its order on demand, in any coin or currency that is legal tender in the United States at the time of payment, the amount due. Guarantor shall also pay to ARRC or its order on demand reasonable attorneys' fees and costs and other expenses incurred by it in collecting or compromising any indebtedness of Debtor guaranteed hereunder or in enforcing this Guaranty against Guarantor.

2. This is a continuing Guaranty. Notice of acceptance is waived by Guarantor. This Guaranty shall remain in full force until Guarantor delivers to ARRC written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Guarantor's obligations hereunder with respect to indebtedness theretofore incurred.

3. Without further authorization from or notice to Guarantor, ARRC may grant credit to Debtor from time to time. With or without notice to Guarantor, ARRC may alter, compromise, accelerate, extend or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more other guarantors. No exercise or nonexercise by ARRC of any right hereby given to it, no dealing by ARRC with Debtor or any other guarantor, and no change, impairment, or suspension of any right or remedy of ARRC shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against ARRC. If legal action is taken to enforce this Guaranty or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against Debtor or any other guarantor of Debtor's obligations to ARRC. Prior action or suit against Debtor, whether alone or jointly with other guarantors, shall not be a prerequisite to ARRC's right to proceed hereunder in case of Debtor's default. The rights of ARRC are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against Guarantor or by any number of successive actions until and unless all indebtedness hereby guaranteed has been paid.

4. With or without notice to Guarantor, ARRC in its sole discretion may apply all payments from Debtor, from Guarantor, or from any other guarantor under this or any other instrument in such manner and order or priority as ARRC sees fit, to any obligation of Debtor, whether or not such obligation is due at the time of such application.

5. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effect. This agreement shall inure to the benefit of ARRC, its successors and assigns. It shall be binding on Guarantor and Guarantor's legal representatives.

6. This Guaranty constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the subject matter hereof. No amendment or modification of any of the provisions of this Guaranty shall be valid unless set forth in a written amendment to this agreement signed by both parties. This Guaranty is governed by the laws of the State of Alaska.

_____	_____
DATE	SSN
_____	_____
GUARANTOR (Signature)	Print Name
_____	_____
WITNESS (Signature)	Print Name