



Customer #: \_\_\_\_\_

# APPLICATION FOR COMMERCIAL CREDIT

PLEASE PRINT OR TYPE. IN ORDER TO PROCESS YOUR REQUEST THIS APPLICATION MUST BE SIGNED.

## CUSTOMER INFORMATION

CUSTOMER NAME: \_\_\_\_\_ DBA OR TRADE NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ ADDITIONAL PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## BUSINESS INFORMATION

BUSINESS FORM\* (CHECK ONE): ( ) CORPORATION ( ) PARTNERSHIP ( ) PROPRIETORSHIP\* ( ) OTHER \_\_\_\_\_

TAX ID: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_ HAS THE BUSINESS EVER FILED FOR BANKRUPTCY: ( ) YES ( ) NO

APPROX. NUMBER OF EMPLOYEES: \_\_\_\_\_ \*IF SOLE PROPRIETOR PLEASE PROVIDE THE FOLLOWING: TIME AS CURRENT OWNER: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_ SS# \_\_\_\_\_ DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_

## SIGNATORY INFORMATION (AUTHORIZED AGENT)

NAME (FULL NAME): \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

## BANKING INFORMATION

BANK NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CHECKING ACCOUNT #: \_\_\_\_\_ LOAN ACCOUNT #: \_\_\_\_\_

## ACCOUNTING INFORMATION

TAX EXEMPT? ( ) YES ( ) NO *IF YES, PLEASE ATTACH ALL **PROPER EXEMPTION FORMS*** CREDIT AMOUNT REQUESTED: \_\_\_\_\_

PURCHASE ORDER # REQUIRED? ( ) YES ( ) NO *IF YES, WHO MAY ISSUE P.O.?* \_\_\_\_\_

A/P CONTACT: \_\_\_\_\_ A/P EMAIL: \_\_\_\_\_

A/P PHONE: \_\_\_\_\_ A/P FAX NUMBER: \_\_\_\_\_ **EMAIL ALL INVOICES** ( ) YES ( ) NO

TRADE REFERENCES	CITY, STATE	PHONE NUMBER

**TERMS AND CONDITIONS**

In making this Agreement upon which Southeastern will rely to extend commercial credit, I/We agree to Southeastern's terms of payment as follows: NET 30 DAYS UPON DATE OF INVOICE on all accounts and **service charges of 1.5% per month on all invoices/contracts not paid when due** or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Southeastern within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Southeastern's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Customer expressly submits to personal jurisdiction in the state of Ohio and Southeastern reserves the right to bring legal action in whatever jurisdiction Southeastern deems necessary, whose laws, at the option of Southeastern, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, plus all other reasonable expenses incurred by Southeastern in exercising any of Southeastern's rights and remedies. The undersigned (Customer) in consideration of Southeastern Equipment Co., Inc. or any of its affiliates (Southeastern) extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement that all purchases/rentals made by Customer from Southeastern are subject to the terms and conditions contained herein and any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any contract between the parties is for Customer's convenience only).

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. **I/We authorize Southeastern, and/or its assigns, to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Southeastern and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Southeastern to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Southeastern's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer. **Customer agrees that this account will be used only for commercial or business purposes and not for primarily personal family or household transactions.**

**\*If a sole proprietor is applying for credit or any other business entity that does not have sufficient standalone credit history, I/We authorize Southeastern, and/or its assigns, by signing below to perform any credit inquiry deemed necessary by Southeastern, and/or its assigns, on the owner's personal credit history provided that the Owner is a signatory to this agreement or signs below.**

Date: \_\_\_/\_\_\_/\_\_\_

Print Customer Name: \_\_\_\_\_

Print Authorized Officer's Name: \_\_\_\_\_

Authorized Officer's Signature: \_\_\_\_\_

Print Authorized Officer's Title: \_\_\_\_\_

**\*If Sole Proprietor, Owner's Signature:** \_\_\_\_\_

Print Owner's Name: \_\_\_\_\_

**PERSONAL GUARANTEE (AT DISCRETION OF SOUTHEASTERN)**

The undersigned guarantor(s), for and in consideration of Southeastern extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally unconditionally guarantee prompt payment and performance of any obligations Customer to Southeastern whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Southeastern whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims. This Guarantee is not a guarantee of collection, but rather is a continuing, irrevocable, absolute and unconditional guarantee of payment and performance of the obligations.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Southeastern reserves the right to bring legal action in whatever jurisdiction Southeastern deems necessary, whose laws, at the option of Southeastern, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees plus all other reasonable expenses incurred by Southeastern in exercising any of Southeastern's rights and remedies.

The Undersigned recognizes the obligation of the Customer and the undersigned and agrees to hold the portion of all payments received by Customer which include payment to Customer for the rent and/or purchase of equipment, services, and supplies furnished by Southeastern pursuant to this agreement to be held in a separate trust account for payment to Southeastern. The undersigned agrees to act as fiduciary for payment to Southeastern and agrees that Customer shall not use said payments for any other purpose, in exchange for the Customer ability to rent and/or purchase equipment, services, and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Southeastern shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a)(4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Southeastern shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Southeastern, and/or its assigns, to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Southeastern and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship

Guarantor's Signature: \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

Print Guarantor's Name: \_\_\_\_\_

Print Guarantor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_/\_\_\_/\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_/\_\_\_/\_\_\_

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_