

DEFATTE EQUIPMENT, INC

www.DefatteEquipment.com / 2700 N State St – Ukiah, Ca 95482 / (707)463-1057

Credit Application for Commercial Credit Account

CUSTOMER INFORMATION

Legal Name of Company:		Fed Tax ID:	
Trade Name (if diff)	Yr Revenue:	Contractor License #	
Billing Address	PH:	Physical Address	
Business Type: <input type="checkbox"/> LLC - <input type="checkbox"/> "C" Corp - <input type="checkbox"/> "S" Corp - <input type="checkbox"/> Partnership - <input type="checkbox"/> Sole Prop.			AP Contact:
State of Incorporation:		Year Established	
AP Email:			AP Phone:
Company is a: <input type="checkbox"/> Subsidiary of <input type="checkbox"/> or <input type="checkbox"/> Division of			AP Fax:
Parent Company:		DUNS#	
Address:			Controller Name:
City / State / Zip			Controller Phone:
Fed Tax ID:	Yr:	State:	
Company owner's name:		Title:	DL# & State
Home Address:		% Own:	SSN:
City / State / Zip			Home Phone:

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a bankruptcy filing, had repossessions, or collection judgments? YES / NO

If you have answered yes to the above question, please attach a separate page with an explanation detailing it.

Are financial statements available for review? YES / NO Public Company? YES / NO Stock Symbol:

Is a blanket Purchase Order used authorizing rentals at Defatte Equipment? YES / NO *If yes, please attach document

Is a Purchase Order to be included on each invoice? YES / NO *If yes, equipment may not be released unless PO is received

Authorization to use Consumer Credit Report

The undersigned individual as a sole proprietor or as principal of the applicant consents to and authorizes Defatte Equipment to obtain and use their credit history to evaluate this application for a commercial credit account. Defatte Equipment may from time to time make additional inquiries to your individual credit history when required to maintain or re-evaluate trade credit terms. The Federal Equal Credit Opportunity Act and Regulation B prohibits creditors from discriminating against 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 the law is the Federal Trade Commission.

Terms and Conditions Agreement:

*Complete and signed applications requesting a credit account will be processed immediately. Order fulfillment prior to account approval is to be paid via cash or credit card. **All accounts must provide a credit card to be placed on file

The undersigned is an authorized agent of the Applicant who certifies that the information submitted in support of this credit application is true in all respects and agrees to be bound by this Agreement, as well as each Rental Agreement entered into by the undersigned or agents of the undersigned. The undersigned agrees that:

- 1) Each rental agreement, its terms and conditions, all schedules attached thereto and other written agreements related thereto are incorporated herein by reference and together with this application form the entire "Agreement" (as each is amended, supplemented, renewed, replaced, or modified from time to time) between the Applicant and Defatte Equipment regardless of the employee or agent of the Applicant who executed the Agreement(s) and regardless of any informality in such execution or delivery; and
- 2) Defatte Equipment is authorized to file any and all job lien notices, construction job liens, mechanic's liens or other remedies to protect its rights and interests in rented equipment and related accounts receivable; and
- 3) All transactions are assumed to be taxable in all relevant jurisdictions unless Defatte Equipment receives a valid tax exemption certification prior to the transaction; and
- 4) All invoices will be paid to Defatte Equip. within the terms and conditions of the Agreement or otherwise agreed to by Defatte Equipment in writing; and
- 5) All invoices are due and payable at the remittance address on the face of the invoice within 15 days from the invoice date; and
- 6) Defatte Equipment's reasonable cost of collection (including attorney fees and expenses, inclusive of attorney expenses incurred in appeals) incurred by Defatte Equipment in enforcing the Agreement, or in collecting money due from the Applicant / Purchaser to Defatte Equipment will be paid on demand; and
- 7) If an invoice becomes overdue, Defatte Equipment has the right to charge any and all balances onto customers credit card; and
- 8) Any check returned without payment for any reason constitutes default of this agreement and will be charge a fee of \$35.00; and
- 9) Defatte Equipment, at its sole discretion, may place an account on a cash basis if delinquent, in default, or otherwise deemed insecure and/or recover applicable equipment or otherwise change the credit terms of an open commercial credit account. Credit terms may be changed by sending notice to Applicant/Purchaser's mailing address listed on this Application; and
- 10) Defatte Equipment reports customer payment history to commercial credit reporting agencies; and
- 11) This Application and the Agreement(s) may be executed and delivered by electronic transmission and its signature contain thereon shall be deemed original for all purpose.

Applicant Authorized Individual (print): _____ Signature: _____ Title: _____ Date: _____
 Full name of individual (print): _____ Signature: _____ Date: _____

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REFERENCES

Pre-printed credit reference information can be used as long as all information herein is included

CREDIT REFERENCES	
Bank Name & Address: Account Type: Date Opened:	Bank Contact Name & Phone: Account # Loan Account #
Insurance Company Reference, Name & Address: Account #	Insurance Contact & Phone: Account #
Trade Credit Reference, vendor with credit line similar to credit request. Please include contact info: Account # Date Opened:	Trade Credit Reference, vendor with credit line similar to credit request. Please include contact info: Account # Date Opened:

Authorization to Release Confidential Account History Information: By our signature below we have authorized you to release any and all information to Defatte Equipment regarding our credit and account history with your organization. This information will be used to evaluate a commercial credit account with Defatte Equipment. I/we understand that this confidential information will be held in strict confidence between your organization and Defatte Equipment.

Requested Credit Limit _____ Applicant (Company Name) _____
 Authorized Name _____ Signature _____ Title _____

Unconditional Personal Guaranty:

As an inducement for Defatte Equipment execution of the Agreement(s) and extension of credit to the Customer, the undersigned individual(s) (each a "Guarantor") hereby unconditionally and irrevocably personally guarantee (a) to pay Defatte Equipment in lawful money of the United States all rents and other sums reserved under all Agreement and any other instruments delivered by Customer or its subsidiaries or affiliates to Defatte Equipment, on demand and in the amounts and at the times set forth herein and therein; and (b) to perform, at the time and in the manner set forth in this Agreement and such other instruments, all of the terms, covenants and conditions herein and therein required to be kept, observed or performed; and (c) to reimburse Defatte Equipment on demand for all costs of collection including, without limitation, reasonable attorney's fees ((a), (b) and (c) being, collectively, the "Obligations").

This Guaranty is a continuing one and shall terminate only upon full payment and performance of all of the Obligations. This Guaranty is a guaranty of prompt payment and performance and not merely a guaranty of collection. Guarantor authorizes Defatte Equipment, with Customer's consent where required, but without notice or demand to any Guarantor, and without affecting Guarantor's liability hereunder, from time to time to: (a) change the amount, time or manner of payment of rent or other sums reserved in this Agreement or other such instruments between Customer and Defatte Equipment; and (b) change any of the terms, covenants, conditions or provisions of the Agreement or other such instruments between Customer and Defatte Equipment. Guarantor further agrees that it hereby waives all defenses relating to the Obligations, including without limitation those of protest, presentment or demand any right that Guarantor may have to require Defatte Equipment to proceed against the Customer or exhaust remedies prior to enforcing this Guaranty. If more than one individual executes the Guaranty, then each Guarantor agrees to be jointly and severally liable for the Obligations, and all references to the singular shall be construed to include the plural. Terms capitalized without definition shall take their meaning from the Agreement.

Guarantor signature _____ Date _____ Witness signature _____ Date _____
 Printed Name _____ Witness Name _____
 Drivers License # _____
 Address: _____

Defatte Equipment, Inc

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CREDIT CARD AUTHORIZATION FORM

Return via fax to: (707)463-0582

Company Name: _____

Card Holder's Name: _____

Card Billing Address: _____

City, State: _____

Zip: _____

Drivers License Number: _____ Exp: _____

Card Type (Circle One):

Visa / MC / American Express

Credit Card Number: _____

Expiration Date: ____/____

CCV Code (Back of Card) _____

I, the undersigned, hereby authorize Defatte Equipment, Inc to charge my credit card for all incurred charges relating to my equipment rental or other related purchases from Defatte Equipment. Also, the person(s) listed below may use this authorization on my behalf.

Credit Card Holder's Signature: _____ Date: _____

Authorized Users: _____ (Initials)

_____ (Initials)

_____ (Initials)