

CREDIT APPLICATION & CONTRACT



New Applicant Account. Credit Update.

Date: _____

I. Applicant Information-Full Legal Name and Address of Business:

Business Name _____ DBA if Applicable _____ Federal Tax ID# _____
Physical Address _____ City _____ State _____ Zip _____
Billing Address (if different than above) _____ City _____ State _____ Zip _____
Area Code _____ Business Phone # _____ Ext # _____ Area Code _____ Fax # _____ Area Code _____ Cell Phone # _____ E-mail Address _____
Date Business Started: _____ State Where Registered or Incorporated: _____ Accounts Payable Contact: _____

II. Type of Business(please check ONE)

Corporation Partnership Government
Sole Proprietor Other LLC

III. Billing Information Preferred

Job Name and/or Number _____
Purchase Order Example of PO# and/or Job#

IV. Applicant Information-Personal, Officer, Partner, Member or Municipal Contact Information:

_____ Name	_____ Title	_____ SSN	_____ Name	_____ Title	_____ SSN
_____ Physical Address	_____ Area Code	_____ Phone #	_____ Physical Address	_____ Area Code	_____ Phone #
_____ City	_____ State	_____ Zip	_____ City	_____ State	_____ Zip

V. Commercial Banking Information:

Bank _____ City _____ State _____ Area Code _____ Phone # _____ Area Code _____ Fax# _____
Bank Officer: _____ Account# _____

VI. Commercial Trade References:

_____ Acct #	_____ Vendor/Supplier	_____ City	_____ State	_____ Area Code	_____ Phone #	_____ Area Code	_____ Fax#
_____ Acct #	_____ Vendor/Supplier	_____ City	_____ State	_____ Area Code	_____ Phone #	_____ Area Code	_____ Fax#
_____ Acct #	_____ Vendor/Supplier	_____ City	_____ State	_____ Area Code	_____ Phone #	_____ Area Code	_____ Fax#

VII. Contract Terms and Conditions:

Applicant hereby applies to Clykel Industrial for credit and specifically consents to investigating Applicants credit history and authorizes the release of its bank account information. If credit is extended, Applicant acknowledges that Clykel Industrial requires payment upon receipt of invoice. In the event of failure to timely pay an invoice, Applicant agrees to pay a service charge to Clykel Industrial on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and all reasonable collection costs, including but not limited to attorney's fees. Applicant agrees to be bound by the terms and conditions as set forth in Clykel Industrial's Rental Agreement, or similar document, in use at the time of each rental transaction in the jurisdiction where the rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement, regardless of whether or not the agreement is executed by an authorized representative of Applicant. Clykel Industrial reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights.

VIII. Applicant Signature:

Signature of Applicant _____ Date Signed _____ Printed Name of Applicant _____ Title of Applicant _____



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IX. Personal Guaranty:

In consideration of the extension of credit to ("Business Name")

The undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the company Clykel Industrial. It is understood and agreed that this is a continuing guaranty and Clykel Industrial shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by Clykel Industrial shall not affect or alter Clykel Industrial's rights under this guaranty.

The undersigned further waives (a) notice of acceptance of this guaranty (b) any demand for paying under this guaranty (c) benefit of all exemptions and homestead laws (d) all set-offs and counterclaims (e) all other notices to which the undersigned might be otherwise entitled. The undersigned for themselves and the company further agrees to pay a service charge to Clykel Industrial at the maximum rate allowed by the laws of the jurisdiction where the originating Clykel Industrial location stated on the invoice is located on all delinquents balances as well as all costs and expenses Clykel Industrial incurs in connection with the collection of any delinquent balance or any other default by the company on any agreement or transaction the company may enter into with Clykel Industrial including without limitation reasonable attorney's fees and all other fees arising from placement of collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the company or other person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger, or consolidation transfer or sale of the company or any other change in the composition, nature, personnel, or location of the company. This guaranty shall ensure to the benefit of Clykel Industrial, its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, the such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such. The undersigned hereby consent(s) to Clykel Industrial use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Clykel Industrial to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @1681 et seq.

The undersigned's obligations hereunder may be canceled only by written notice delivered to Clykel Industrial by certified mail, with proof of delivery. Upon receipt by Clykel Industrial of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the company, however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of Clykel Industrial's receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in Clykel Industrial's efforts to collect any indebtedness incurred prior to the date of the receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to Clykel Industrial by Applicant.

In consideration of Clykel Industrial's extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the relevant jurisdiction. The undersigned further consents to venue for any such action in any jurisdiction where venue is proper as to the Applicant. The undersigned recognizes the obligation both of the Applicant and the undersigned to cause that portion of all payments received by Applicant which include payment to Applicant for the equipment and supplies furnished by Clykel Industrial pursuant to this agreement to be held in a separate account in trust for payment to Clykel Industrial. The undersigned agrees that the Applicant shall not use said payments for any other purpose until payment in full has been made to Clykel Industrial. The undersigned agrees to act as a fiduciary for payment to Clykel Industrial in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on credit. The undersigned agrees that any failure to hold payments in trust for Clykel Industrial shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a)(4) and (6). The undersigned agrees to be bound, to the same extent as the Applicant, by the terms and conditions as set forth in Clykel Industrial's standard form of Rental and Sales Agreement in use at the same time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement and guaranty, regardless of whether or not the agreement is executed by an authorized representative of Applicant.

Individual Signature, Date, Print Name of Individual, Social Security Number, Home Address, City, State, Zip, Witness Signature, Date, Print Name of Witness

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES NO

Has any of Applicant's owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES NO

X. Tax and Insurance Requirements:

All purchases are for resale. All purchases will be for resale. A Resale Certificate, Exemption Certificate or Direct Pay Permit must be provided by the applicant. "TAXABLE" You may obtain tax forms at http://www.taxadmin.org/fa/link/forms.html. See comments regarding construction equipment.

Rental of construction equipment is synonymous with the sale of personal property. The total amount of the rental charge is subject to sales or use tax in the same way that the sale of the same item is taxable. Please consult your tax accountant for your particular situations.

YES NO Do you have General Liability Insurance? YES NO Do you have Physical Damage or Equipment Floater insurance? Equipment Floater must show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from Clykel Industrial at any point in time. Provide a certificate of insurance with Automobile coverage limits of \$1,000,000 combined single limit and General Liability coverage with a minimum limit of \$1,000,000.

XI. Initial Jobsite Information:

Job Name, Job Address, Job City, State, Zip, Area Code, Phone #, Purchasing/Equipment Rental Contact Person, Area Code, Phone #, E-mail Address

FAX COMPLETED FORMS TO CLYKEL INDUSTRIAL: (740)283-3704