



STOTZ
EQUIPMENT

Email ALL credit apps to: credit@stotzeq.com

or Fax to: 623-433-5500

Store Location: _____

Date: _____

Account Number: _____

CREDIT APPLICATION

BUSINESS CONTACT INFORMATION

Legal Company Name or Legal Individual Name: _____

Mailing Address: _____ County: _____ City: _____ State: _____ Zip: _____

Physical Address: _____ County: _____ City: _____ State: _____ Zip: _____

Main Phone: _____ Main Fax: _____

Contact Name: _____ Contact Phone: _____

EMAIL Address: _____ SSN: _____

Fed ID#: _____ Sales Tax Id #: _____

Tax Exemption: YES NO (please provide copies of all tax certificates) Sales Person: _____

Individuals Authorized to Charge on Account: _____

BUSINESS INFORMATION

Check One: Corporation Partnership Proprietorship Subsidiary of or Division of _____

Years in Operation: _____ Type of Business: _____ Annual Sales: _____

Estimated Annual Purchases: _____ Credit Requested: _____ PO Required: YES NO

Treasurer/Controller: _____ A/P Contact: _____ Phone: _____

Are Financial Statements Available?: YES NO

Title: _____

Resale #: _____ (applies to wholesale/distributor accounts)

BANK INFORMATION

Bank: _____ Contact Name: _____

Account Number: _____ Phone: _____ Fax: _____

TRADE REFERENCES

Company Name: _____ Contact: _____

Phone No.: _____ Fax No.: _____ Email: _____

Company Name: _____ Contact: _____

Phone No.: _____ Fax No.: _____ Email: _____

Equipment Finance Co: _____ Contact: _____

Phone No.: _____ Fax No.: _____ Email: _____

Authorized by: (this must be a authorized signature)

Signature: _____ Printed Name: _____ Date: _____

INTERNAL USE:

Credit Approval: Stotz Equipment Store Manager: _____ Credit Limit Approved: _____

Credit Manager: _____

Other: _____

Terms & Conditions

APPLICANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. Any and all quotations, authorizations, certificates, invoices or other writings signed on behalf of APPLICANT shall have been executed on behalf of APPLICANT with full authority.
2. Payment for parts and repairs is due by the last day of the month following purchases.
3. Payment for complete machines, attachments or other goods or services is due as specified under separate written agreements. In the absence of such separate agreement, the transaction shall be payable upon presentation of invoice.
4. Payment for machinery rentals is due in advance of the rental period.
5. At APPLICANTS own expense, leased or rented equipment will be kept in good repair and working order; and APPLICANT is responsible for all damages to said equipment beyond normal wear and tear.
6. All payments and credits (hereafter referred to as reductions) shall be applied first to the cost of collection, if any, then to unpaid service charges, and finally to the oldest outstanding unpaid invoices or accounts, unless APPLICANT shall have first indicated in writing for such reduction to be applied to a specific invoice, job or account; such request having been made at or before the time of such reduction.
7. Notify Stotz Equipment, in writing, within 30 DAYS of any error or disagreement regarding any amounts billed, credited or otherwise affective APPLICANT'S account. In the absence of such notification contemplated in item 7 above, all charges, credits and account statements shall be deemed correct and accepted as rendered.
8. A service charge is assessed on any delinquent balance for parts, service, rentals or equipment purchases at a rate of 1½% per month (an annual percentage rate of 18%).
9. If the aged balance reaches 60 days delinquent, accounts will be placed on "CASH ONLY" terms until past due balance/balances, including finance charges, are paid in full. The severity of aged invoices will determine if the account can be reinstated to net 30 or will remain a cash only account.
10. Reasonable costs, including professional fees and court costs in the event legal counsel or collection agency services are retained in collection of amounts due pursuant to this agreement are the responsibility of APPLICANT.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Stotz Equipment, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Stotz Equipment as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Individual Signature	Printed Name	Date
Individual Signature	Printed Name	Date

AUTHORIZATION TO RELEASE BANK INFORMATION

I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company's credit from time-to-time.

Company	Signature/Title	Date
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PERSONAL GUARANTY (IF MARRIED, BOTH MUST SIGN)

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Stotz Equipment to the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Stotz Equipment the full and prompt payment by of all obligations which Guarantor presently or hereafter may have to Stotz Equipment. Guarantor agrees to indemnify Stotz Equipment against any losses Stotz Equipment may sustain and expenses Stotz Equipment may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Stotz Equipment written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature of Guarantor	Guarantor's Printed Name	Date
Signature of Guarantor	Guarantor's Printed Name	

Date Witness

Alternative Dispute Resolution Provisions: At the option of the Seller, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.

The Federal Equal Opportunity Act (ECOA) 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 law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

APPLICANT CERTIFIES

APPLICANT furnished information provided herein is for the purpose of obtaining credit and is warranted to be true, accurate and complete. **APPLICANT** acknowledges having reviewed and understands the terms and conditions of this application and agreement. **APPLICANT** attests financial responsibility, ability and willingness to be bound by the terms and conditions of credit. **APPLICANT** authorizes Stotz Equipment to investigate the references listed pertaining to credit and financial responsibility and/or run a credit check profile. **UNDERSIGNED INDIVIDUAL** is an authorized agent or legal representative of the **APPLICANT**, and is duly authorized and empowered to enter into this agreement.

This is a legal and binding contract authorized under the laws of the State where signed.

_____ (Customer)

By: _____ Title: _____ Date: _____

