

OFFICE USE ONLY

Originated by _____

Limits	Requested	Approved
Parts/Service		
Rentals		

Approved by _____ Date _____

Cust. # _____ Salesperson _____



**TRACTOR EQUIPMENT SALES
CREDIT APPLICATION**

Please fax or mail signed application to:

705 Tully Road
San Jose, CA 95111
(408) 297-7422 fax (408) 297-7416

APPLICANT'S EXACT LEGAL NAME		STREET ADDRESS		CITY	STATE	ZIP
DATE OF BIRTH	YEARS AT ADDRESS	TELEPHONE ()	FAX ()	YEARS IN BUSINESS	TYPE OF BUSINESS <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
BILLING ADDRESS (If different from above)		STREET ADDRESS		CITY	STATE	ZIP
PREVIOUS ADDRESS (If less than 5 years at Present Address)				PRINCIPAL BUSINESS ACTIVITY		
FEDERAL TAX ID NUMBER or SSN			INSURANCE COMPANY (Rentals)			
CONTRACTOR'S LICENSE NUMBER			AGENT			
RESALE NUMBER (If any)			AGENT'S TELEPHONE NUMBER ()			
NAME/TITLE OF OFFICERS/OWNERS		STREET ADDRESS		CITY	STATE	ZIP

CREDIT REFERENCES	ADDRESS	CONTACT PERSON	PHONE
BANK			
TRADE REFERENCE (1)			
TRADE REFERENCE (2)			
TRADE REFERENCE (3)			

Please provide local companies with whom you do significant volume on account as trade references

Purchase order required? Yes No If yes, list names of individuals who may charge to this account:

Terms and Conditions for Extension of Credit

Throughout this application the term "Seller" refers to Tractor Equipment Sales, and the term "Buyer" refers to the entity requesting credit by means of this application. Payments shall be due in full thirty (30) days from invoice date. Service charges shall accrue on amounts not paid by the fifty-ninth day following purchases, at the rate of one and one-half percent (1½ %) per month. In the event Buyer's account balance remains unpaid ninety (90) days following the date of purchase, Seller, at its sole discretion, may determine the account to be in default and immediately cease extending further credit to Buyer. Seller may change the terms of this agreement, including the rate of finance charge, at any time upon 30 days notice of such change. Seller may cancel Buyer's account at any time, without notice, and with or without cause. In such event, Buyer agrees to immediately pay any outstanding balance. Seller may apply the payments made by Buyer in any manner Seller, in its sole discretion, deems appropriate. In the event Seller incurs any legal fees in connection with collecting monies due, Seller shall be entitled to recover its attorneys' fees, expert fees, and costs of suit. In the event Seller engages a collection agency in connection with this account, Buyer shall pay any and all collection agency costs. If more than one person or entity signs this application, it is understood and agreed that all entities and persons are jointly and severally liable for payment.

BUYER'S SIGNATURE CONSTITUTES ACCEPTANCE OF THE CONDITIONS ABOVE AND ON PAGE TWO OF THIS CREDIT APPLICATION. BY SIGNING, YOU REPRESENT THAT YOU ARE LEGALLY AUTHORIZED TO ENTER INTO A BINDING CONTRACT ON BEHALF OF BUYER.

Date: _____ / _____ / _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Additional Terms and Conditions

Seller may make inquiry of any source considered, in Seller's sole discretion, necessary to substantiate statements in this Application, and Seller is further authorized to answer requests for credit information on Buyer's account from others. Buyer shall furnish additional financial information at Seller's request.

Buyer authorizes any of the bank or trade references listed in this application to provide Seller with any and all information which, in Seller's sole discretion, is deemed necessary or desirable to assist Seller's determination of extending credit or making sales to Buyer.

Seller, Seller's agent, representative, employee or assignee, is hereby authorized to obtain credit reports or any other information concerning Buyer, its principals, and Guarantor from whatever credit bureau it deems reliable.

In the event Buyer believes, or has reason to believe, that Seller has provided materials, equipment, or other products which are damaged or in any way incorrect or unsuitable ("defective"), buyer shall provide Seller with notice of the same within twenty-four hours of discovery, or when Buyer should have discovered the defect.

To the extent that materials or products furnished by Seller are intended by Buyer to be incorporated into a construction work of improvement (Project), or when equipment rented to Buyer by Seller is to be used on such a Project, Buyer shall fully and promptly furnish to Seller any and all information requested for the proper filling out and service of a preliminary twenty-day notice under the Mechanic's Lien Laws.

Buyer shall assign to Seller any and all mechanic's lien, stop notice, bond claims or rights that Buyer has or may have with respect to the Project under the Mechanic's Lien and Stop Notice Laws pertaining to public or private construction, or against contract proceeds or retainages payable to Buyer with respect to such Project. In no event shall the assignment release Buyer of the underlying obligation to pay Seller the entire debt owed to Seller. Further, Buyer's assignment to Seller of the claims or rights as discussed in this paragraph is in addition to any other security given to Seller or that Seller may have received from Buyer.

To the extent there are monies due for materials or equipment furnished by Seller to Buyer on a particular Project, Seller agrees, upon Buyer's request, to execute documents and perform any acts necessary or appropriate to perfect or pursue such claims or rights, or to permit Buyer to perfect or pursue such claims or rights whether in Seller's name or otherwise. Buyer shall reimburse Seller all legal expenses and costs, including attorneys' fees, incurred by Seller in pursuit of such claims or rights.

Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, liabilities, causes of action, expenses, including attorneys' fees ("claims"), arising out of or in connection with any of the materials, supplies, or equipment provided by Seller. This indemnification shall not apply to claims directly resulting from Seller's sole negligence or willful misconduct of Seller.

Buyer hereby declares, under penalty of perjury, that all information contained in this application is true and correct. Buyer further acknowledges that in the event Seller agrees to offer extension of credit to Buyer and Guarantors on the terms and conditions contained herein, the credit is extended based on Seller's reliance on the information and financial representations made herein by Buyer and the Guarantors.

(The following section not applicable unless signed below)

Continuing Guarantee

In consideration of Seller's extending credit hereunder, the undersigned personally, jointly and severally and unconditionally guarantee(s) and promise(s) to pay Seller, on demand, any and all indebtedness of Buyer to Seller. This is a continuing guarantee and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between Seller and Buyer, save that of payment. This guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned incurred prior to receipt of such written notice.

Guarantor(s):

Date: _____ / _____ / _____

Signature: _____

Signature: _____

Title: _____

Title: _____