



## Credit Application and Agreement

Date \_\_\_\_\_

### A. APPLICANT

Legal Business Name: \_\_\_\_\_ Country \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Ship to Address: \_\_\_\_\_ County: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Pager #: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Web Site: \_\_\_\_\_ Your contact/salesman at KSMI: \_\_\_\_\_

Type of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

### B. BUSINESS INFORMATION

Sole Proprietorship  Partnership  Corporation/LLC State of Incorporation: \_\_\_\_\_ **Purchase Order Required** Yes  No

Principal/Title \_\_\_\_\_ % of ownership: \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_

Principal/Title \_\_\_\_\_ % of ownership: \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_

Federal Tax No. (if applicable) \_\_\_\_\_ Has company/owner(s) ever declared bankruptcy? Yes  No

Sales Tax Exemption Certificate Yes  No  (if yes, enclose signed certificate or copy)

Location of job or site of service (State, County, City): \_\_\_\_\_

### C. BANKING INFORMATION

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Acct. No. \_\_\_\_\_ Type of Acct. \_\_\_\_\_

### D. TRADE REFERENCES (Please fill out 3 references)

	<u>Name/Contact</u>	<u>Address</u>	<u>Phone#</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Kirby-Smith Machinery, Inc or its assignee/designee to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

Please sign and date the following pages and return via email to: [finance@kirby-smith.com](mailto:finance@kirby-smith.com) or fax to 405-782-7155

Remit payments to: KSM Exchange LLC, PO Box 270360, Oklahoma City, OK 73137

Please email the completed credit application to [Finance@kirby-smith.com](mailto:Finance@kirby-smith.com) or fax to (214) 302-3373



**E. FINANCE REFERENCES** (Please fill out 3 references)

<u>Name</u>	<u>Contact</u>	<u>Address</u>	<u>Phone#</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**CREDIT TERMS:** All invoices are due thirty days from the date on the invoice. All balances carried beyond the due date will be delinquent, and at the end of the calendar month due will be assessed a service charge at the rate of 1-1/2 % per month (18% annual rate).

**CHANGE OF OWNERSHIP:** I/We understand that we must notify **Kirby-Smith Machinery, Inc.** in writing of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY/WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS:			
Firm Name _____			
Signature: _____	Print Name: _____	Title _____	
Signature: _____	Print Name: _____	Title _____	

**CONSENT TO OBTAIN CONSUMER CREDIT INFORMATION**

The undersigned individual, who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, 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 and authorizes the use of a credit reporting agency on the undersigned and /or their business by the above named business credit grantor or an assignee/designee from time to time as may be needed, in the credit evaluation process.

_____	_____	_____	_____
Signature	Print Name	Date	SSN#

**PERSONAL GUARANTY**

For the extension of credit by Kirby-Smith Machinery, Inc. ("KSMI"), the undersigned ("Guarantor"), individually, jointly and severally, absolutely and unconditionally guarantee payment of all debts and sums, present and future, due KSMI under the Credit Application and Agreement, including, without limitation, all rental charges, interest, late charges, costs and attorneys' fees, and the performance of every obligation, present and future, pursuant thereto. This Personal Guaranty is continuing. Guarantor waives set off and all defenses and waives acceptance, creation of debt, presentment, protest, demand for payment and diligence, and waives all notices permitted by law, including, without limitation, notice of acceptance, creation of debt, presentment, protest, of dishonor, default, demand for payment, non-payment and diligence, and waives subrogation and any requirement that KSMI first institute suit or exhaust any rights or other legal remedies before proceeding against Guarantor, including that KSMI first proceed against the Applicant or against any other party or first to realize on any security before enforcing this Personal Guaranty. Guarantor consents to any renewals, extensions and modifications of any payment terms, surrender, release, exchange, substitution, dealing with or taking of additional security or any other guaranties, abstaining from taking advantage of or realizing upon any security or other guaranties and any and all other forbearances or indulgences by KSMI to Applicant, Guarantor or any other party without notice to Guarantor and without affecting Guarantor's liability. Guarantor shall indemnify and pay KSMI for any loss incurred by KSMI as the result of the failure of Applicant or Guarantor to perform and for any and all costs, expenses and reasonable attorneys' fees incurred by KSMI in enforcing or attempting to enforce the Credit Application and Agreement or this Personal Guaranty.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, 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	Print Name	Date	SSN#

_____	_____	_____	_____
Signature	Print Name	Date	SSN#

The Federal Equal Credit Opportunity Act 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 this law is the Federal Trade Commission Equal Credit Opportunity, Washington, D.C. 20580. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Lessor set forth above within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.