

Salesman: _____



7791 Taylor Road S.W., Reynoldsburg, OH 43068
Phone: 614-863-3198 Fax: 614-863-1509

Credit Application

Official Name of Business _____ (hereinafter "Applicant")

Mailing Address _____ Business Phone _____

City _____ State _____ Zip _____ Fax _____

Please give physical address (if different from above), and list how long you have been at this address:

Employer Identification Number: _____ Date: _____

Owner's Name _____ Social Security No. _____

Email Address _____

Account Payable Contact person and Phone Number: _____

*PLEASE NOTE: DUE TO THE PRIVACY ACT WE CANNOT INSIST UPON SOCIAL SECURITY NUMBERS, BUT IN MOST CASES ACCURATE CREDIT INFORMATION CAN ONLY BE OBTAINED THROUGH INDIVIDUALS SOCIAL SECURITY NUMBERS. (FOR EXAMPLE: THROUGH THE CREDIT BUREAU OF COLUMBUS.) ELIGIBILITY FOR CREDIT COULD BE DENIED DUE TO OUR INABILITY TO OBTAIN PROPER CREDIT INFORMATION.

Check if: Partnership; Corporation; LLC; Sole Proprietorship; Other: _____

List all Partners/Members or Officers:

1. Name _____
Address _____
City, State, Zip _____ S.S.#: _____ D.O.B. _____

2. Name _____
Address _____
City, State, Zip _____ S.S.#: _____ D.O.B. _____

Number of years in operation _____ Number of Employees: _____

Are your jobs Bonded? _____ If yes, give Bonding Agency Name _____

Nature of Business _____

Bank or Savings & Loan References

1. _____ Acct.# _____ Type of Account _____

2. _____ Acct.# _____ Type of Account _____

Trade Reference: List at least three (3) business references (local references with whom you do business on an open basis will expedite processing your application).

1. _____ Address _____ Phone _____ Fax _____

2. _____ Address _____ Phone _____ Fax _____

3. _____ Address _____ Phone _____ Fax _____

Taxable _____ Non-Taxable _____ If non-taxable, you must include a copy of your blanket exemption form with this application. Individual exemption forms must be filed on each job, only if certain jobs are tax-exempt.

Do you require a purchase order? _____

TERMS:

Applicant understands that payment for all purchases is due upon receipt of invoice. Invoices not paid by the 10th of the month following purchase(s) are considered delinquent. To accounts not paid by the 26th, Applicant agrees to pay monthly late payment charges not to exceed 1.5%. Applicant authorizes **American Crane, Inc.** to obtain reports to be used in connection with this application and to obtain further credit information from any of the persons or firms set forth in this application and from any other source.

Applicant understands that all payments on account are credited first to unpaid late charges and second to the Applicant's oldest outstanding balance. **American Crane, Inc.** reserves the right not to extend further credit to accounts that are not current in accordance with the above terms. No release of liens will be issued unless the material for the job is paid in full or the payment is coming directly from the owner or lender.

Applicant certifies that each of the statements made and answers given in this application is true and correct and this application is made for the purpose of inducing **American Crane, Inc.** to extend credit to Applicant.

Applicant understands that this application for credit and all accounts specifically set up for the Applicant shall be governed by and construed under the laws of the State of Ohio, specifically those of Franklin County. Applicant agrees that in the event of a default that he/she/it will consent to and be subject to the jurisdiction and venue of the Courts of the State of Ohio, Franklin County, to enforce the terms of this application for credit.

Applicant further agrees to reimburse **American Crane, Inc.** for its legal fees involved in the collection of any monies owed as a result of the Applicant's failure to pay in a timely fashion on the Applicant's open account with **American Crane, Inc.** and/or any other legal fees incurred as a result of the Applicant's breach of contract with **American Crane, Inc.**

Applicant shall not be entitled to set-off any amount due to **American Crane, Inc.** against any amount due to Applicant.

Applicant understands that unless **American Crane, Inc.** has been notified in writing, otherwise, **American Crane, Inc.** is hereby authorized to permit any employee of the undersigned Applicant to order rentals, order materials or otherwise incur charges upon the account of said Applicant.

Applicant further agrees to notify **American Crane, Inc.** in writing of any change in the ownership, form or name of the Applicant's business within five (5) calendar days of said change, by certified mail, return receipt requested. Applicant further agrees that the consequence of failure to provide such notification is that the individual(s) executing this Credit Application shall be personally liable for payment of all materials ordered on credit after the date of such change, at the terms as included in this Credit Application, regardless of the whether said individual(s) have initially signed this credit application as authorized representatives and/or agents of the Applicant.

APPLICANT AGREES THAT ANY COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING ANY INSTRUMENTS TENDERED AS FULL SATISFACTION OF ANY DEBTS, ARE TO BE SENT TO: Rick Palmer, 7791 Taylor Road SW, Reynoldsburg, Ohio 43068.

Applicant understands and agrees that **American Crane, Inc.** shall not be responsible for any delays in delivering cranes/equipment or for any consequential or special damages of any kind. In addition and without limitation to the foregoing, **American Crane, Inc.** shall not be liable for damages to driveways, sidewalks, walkways, lawns, sprinkler systems, gardens, septic systems, drain fields, shrubbery, flower beds, any other structures, buildings or portions thereof, as a result of the delivery of cranes and/or equipment to Applicant. This list serves as an example, and not as a limitation in any way, to the aforementioned disclaimer of damages for deliveries. Applicant further agrees to indemnify and hold **American Crane, Inc.** harmless from any and all property damage or personal injury claims, awards or judgments, including all fines, penalties, and attorney fees arising from the delivery or operation of cranes or equipment provided to the Applicant.

AMERICAN CRANE, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES. **AMERICAN CRANE, INC.** HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING AND WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL **AMERICAN CRANE, INC.** BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. WAIVER OF THESE PROVISIONS IN ANY INSTANCE SHALL NOT BE CONSTRUED AS A WAIVER FOR THEM FOR ANY OTHER SUCH INSTANCE.

JOINT PAYMENT TERMS

The Applicant hereby authorizes and requests any lending institutions, general contractors, subcontractors and/or project owners to do each of the following until **American Crane, Inc.** is paid in full for any rentals or sales. If Applicant is the property owner, Applicant hereby agrees to do the same.

1. Make payments from loan draws and other construction funds directly to **American Crane, Inc.** upon presentation of proper invoices.
2. Furnish **American Crane, Inc.** upon request, with any information pertaining to loan, to disbursement of loan, and/or construction funds, and amounts currently due applicant on construction contract. Job description forms must be submitted for each job before it is started.
3. Inform **American Crane, Inc.** of any sale of property three (3) business days prior to scheduled closing date of sale.

I acknowledge that I furnished the information given herein to obtain credit and warrant that it is true and that I agree to the terms contained herein.

Signature of Authorized Applicant _____ **Title** _____

Print name of Authorized Applicant _____ **Title** _____

GUARANTY

For and in consideration of **American Crane, Inc.** extending credit to the Applicant, the guarantor(s) below hereby personally guarantees the payment of any obligation of the Applicant to **American Crane, Inc.** Therefore, the undersigned guarantor(s) hereby agrees to pay **American Crane, Inc.** on demand, without offset, any sum due to **American Crane, Inc.** by the Applicant if and when the Applicant fails to pay such amount. The guarantor(s) further agrees to pay all costs of collection including reasonable attorney fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The guarantor(s) hereby agree to the extent permitted by law, to waive the Homestead exemption, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, guarantor(s) consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. The guarantor(s) hereby authorizes **American Crane, Inc.**

I have read the Clients Terms/Joint Payment Terms and agree to abide by same.

Guarantor #1 Print Name Social Security #

Guarantor #2 Print Name Social Security #