



Sales Rep: \_\_\_\_\_

### CREDIT APPLICATION AND AGREEMENT

**Check One:**  Corporation  Limited Liability Company  Limited Liability Partnership  General Partnership  Proprietorship  Other

Legal Company Name \_\_\_\_\_ Division/Trade or dba Name \_\_\_\_\_

Bill to Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Ship to Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Age of business \_\_\_\_\_ County/Parrish \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Federal Tax ID \_\_\_\_\_ Purchase Order Required Yes  No

State in which organized, incorporated or principal place of business is located \_\_\_\_\_ NAICS Code \_\_\_\_\_

**If you were ever in business under another trade name, complete the following:**

How long: \_\_\_\_\_ Current Status of Business: \_\_\_\_\_

Have you ever filed Bankruptcy or been party to a Bankruptcy action in the last (10) years? Yes  No

Have you had any of the following in the last seven (7) years? Tax Liens  Judgments

#### Trade References

Name \_\_\_\_\_ Location \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Location \_\_\_\_\_ Phone \_\_\_\_\_

#### GENERAL AGREEMENT

- ATTACH A RECENT FINANCIAL STATEMENT.
- OUR TERMS SPECIFY THAT ALL INVOICES ARE DUE NET 30 FROM THE DATE OF PURCHASE. THE CUSTOMER AGREES THAT A FEE CHARGE OF 1.5% PER MONTH MAY INCUR IF INVOICES ARE NOT PAID IN ACCORDANCE WITH OUR TERMS.
- THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT; THAT CUSTOMER IS SOLVENT AND TO DIRECT REFERENCES ON THIS AGREEMENT TO RELEASE ANY PERTINENT INFORMATION TO DARR EQUIPMENT CO. FOR THE EXPRESSED PURPOSE OF DETERMINING IF A LINE OF CREDIT CAN BE ESTABLISHED. CUSTOMER AGREES TO NOTIFY DARR EQUIPMENT CO. OR ITS ASSIGNS OF ANY MATERIAL CHANGE, NAME CHANGE OR DBA, OF FACT WITHIN THIRTY (30) DAYS OF ANY CHANGE. THIS APPLICATION-AGREEMENT SHALL REMAIN THE PROPERTY OF DARR EQUIPMENT CO. OR ITS ASSIGNS. THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT A SIGNED FACSIMILE OR ELECTRONIC VERSION SHALL BE AS BINDING AS AN ORIGINALLY SIGNED AND DELIVERED AGREEMENT.
- THE UNDERSIGNED AGREES AND IS INFORMED THAT DARR EQUIPMENT CO. MAY REQUEST INVESTIGATIVE REPORTS IN THE CUSTOMER NAMES HEREIN AND ITS OFFICERS DIRECTORS AND/OR PARTNERS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE ASSIGNED AS WELL AS ANY GUARANTOR IN CONNECTION WITH THE EXTENTION OF BUSINESS CREDIT. THE UNDERSIGNED AUTHORIZES DARR EQUIPMENT CO. TO FURTHER EVALUATE AND RECHECK ANY CONSUMER OR COMMERCIAL CREDIT REPORTING AGENCIES IF ANY CHANGE IN STATUS, OR CREDIT LIMIT INCREASES ARE REQUESTED. THE UNDERSIGNED HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORTS CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15USC SEC. 1681, et seq.
- THE USE OF CUSTOMER PURCHASE ORDER NUMBERS IS FOR THE CUSTOMER'S CONVENIENCE AND IDENTIFICATION ONLY. THE TERMS OF THIS CREDIT APPLICATION AND AGREEMENT SUPERCEDE THE TERMS OF ANY PURCHASE ORDER RECEIVED BY DARR EQUIPMENT CO. THE ABSENCE OF A PURCHASE ORDER SHALL NOT CONSTITUTE GROUNDS FOR NON-PAYMENT ONCE THE CUSTOMER HAS RECEIVED THE EQUIPMENT OR PARTS.
- CUSTOMER AGREES THAT JURISDICTION AND VENUE OF ANY LEGAL DISPUTE WILL BE IN TARRANT COUNTY, TEXAS.

The undersigned must be a certified officer of the company requesting an established credit line with Darr Equipment Co.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The undersigned hereby Personally Guarantees any indebtedness incurred on the aforesaid account and attorney's fees and costs incurred to enforce collection of the account and this Guaranty, and waives presentment and demand for payment, notice of payment, notice of non-payment, protect, and notice of protect, and consents without notice of any extension of time or increase in the amount of the credit given. This is intended to be a continuing guaranty and shall continue as to all indebtedness incurred unless and until a written notice is served upon Darr Equipment Co., by Certified Mail-Return Requested, declaring said guaranty shall not apply to future purchases. A signed copy of this Guaranty shall be as binding as an originally signed and delivered document.

Signature Print	Name/ Title	Social Security #	Full home address of guarantor
X _____	_____	_____	_____
X _____	_____	_____	_____