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## CUSTOMER APPLICATION

**THE FOLLOWING STATEMENTS AND REPRESENTATIONS ARE MADE FOR THE PURPOSE OF PROCURING COMMERCIAL CREDIT FROM CLOVERDALE EQUIPMENT COMPANY. THE UNDERSIGNED REPRESENTS THAT ALL STATEMENTS ARE TRUE AND ACKNOWLEDGES THAT CLOVERDALE WILL RELY ON THIS INFORMATION IN DECIDING WHETHER TO EXTEND CREDIT.**

Firm Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Name of Parent Company, if Subsidiary \_\_\_\_\_

Proprietor, partner, officer,  
owner \_\_\_\_\_

Name	Title	Home Address	Soc. Sec. No.
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Name	Title	Home Address	Soc. Sec. No.
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Email address for owner/Officer \_\_\_\_\_ Email address for Accounts Payable \_\_\_\_\_

Kind of Business \_\_\_\_\_

Year Established \_\_\_\_\_ Years At Present Location \_\_\_\_\_

Is Business Incorporated \_\_\_\_\_ If So, Under Laws of What State \_\_\_\_\_ FEIN \_\_\_\_\_

Company Fiscal Year Ends: \_\_\_\_\_ **\*\*Enclose most recent Financial Statements.**

If you have Principal customers, who are they? \_\_\_\_\_

Are you typically a Prime Contractor or Subcontractor \_\_\_\_\_

If a Subcontractor, Your Prime Contractor Accounts Are \_\_\_\_\_

Bank \_\_\_\_\_ Account # \_\_\_\_\_ Account Type (i.e., checking) \_\_\_\_\_

Branch representative \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

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

Name of Authorized Purchasers (attach sheet for additional authorized purchasers)

Name	Title	Name	Title
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Name	Title	Name	Title
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Is Purchase Order Required?  Yes  No

Special Instructions \_\_\_\_\_

List Local References (Names of those you buy from on open account)

Company	Phone
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Address	City	State	Zip
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Company	Phone
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Address	City	State	Zip
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Personnel authorized to sign on behalf of your company:

Name	Title
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Name	Title
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PLEASE ATTACH LIST IF REQUIRED

IT IS UNDERSTOOD AND AGREED BY THE APPLICANT THAT:

1. All transactions will be cash until such time as this credit application is approved.
2. Credit Terms for open accounts are Net 30 Days on rentals, parts and services. Net Cash on equipment purchases.
3. COD customers must pay at delivery for rentals, parts, services and equipment purchases. COD renters will pay estimated rental plus an additional 50% deposit toward potential additional charges including damages.
4. If a customer account is approved, Applicant agrees:
  - (a) To make payments within terms.
  - (b) To pay service charges on any unpaid balance beyond terms from the date of invoice at the rate of 1 1/2 % per month (18% per annum) or the maximum rate allowed by law if less then 1 1/2 % per month.
  - (c) That title to all goods purchased passes to Applicant only after payment in full to the seller.
  - (d) To pay collection costs including reasonable attorney fees.
  - (e) To comply with specific terms detailed and agreed to for specific and various type transactions.
  - (f) To notify Creditor within 30 days of any change in ownership or corporate information, and of the identity of any new bank accounts or banking relationships.
5. Should this application be approved the applicant will be granted customer account privileges with Cloverdale Equipment Co., Cloverdale Equipment Co. of West Michigan. Hereinafter referred to as seller. Credit limits on open accounts will be in total with all charges with any of the above firms to be taken on a consolidated basis.
6. Applicant represents and agrees that all transactions with Cloverdale are consummated in Oak Park, Michigan and that any litigation between the parties must be brought in courts having jurisdiction of Oak Park, Oakland County, Michigan.

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION CONTAINED HEREIN IS CORRECT AND ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE. THE UNDERSIGNED AUTHORIZES THE CREDIT AND BANKING REFERENCES NOTED TO PROVIDE ALL INFORMATION THAT MAY BE REQUESTED BY THE SELLER, AND RELEASES AND FOREVER DISCHARGES BOTH THE PROVIDER AND SELLER FROM ANY AND ALL LIABILITY THAT MAY OTHERWISE ARISE FROM THE PROVISION OR USE OF SUCH INFORMATION. I UNDERSTAND THAT THIS APPLICATION WILL BE RETAINED WHETHER OR NOT IT IS APPROVED. YOU ARE AUTHORIZED TO INVESTIGATE AND VERIFY MY CREDIT HISTORY AND TO ANSWER QUESTIONS FROM THIRD PARTIES ABOUT YOUR CREDIT EXPERIENCE WITH ME.

Date	Signed by Officer or Owner of Company	Title
	Printed Name	

Person to contact regarding your account: \_\_\_\_\_  
Name & Title

### GUARANTY

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing by the applicant to seller. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness or the acceptance of security or collateral. Seller shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. This Guarantee may only be revoked by written notice to Cloverdale (the Creditor) served via certified or registered mail, and any such revocation shall become effective 30 days after receipt. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such actual attorney fees as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness herein.

The undersigned hereby waives (a) notice of acceptance of this guaranty and extensions of credit by seller to applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for paying under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse seller, to the extent that such reimbursement is not made by applicant, for all expenses (including counsel fees) incurred by seller in connection with any indebtedness of the applicant or the collection thereof, and will pay attorney's fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such.

Name (Please Print)	SSN/EIN	Name (Please Print)	SSN/EIN
Signature	Date	Signature	Date
Witness	Date	Witness	Date