



# APPLICATION FOR CREDIT/FINANCING

CARTER RENTAL 1330 Lynchburg Tpke • Salem, VA 24153  
800.768.4200 • 540.387.3893

CARTER SALES REP \_\_\_\_\_ Coordinator's initials \_\_\_\_\_  Existing Customer \_\_\_\_\_

**GENERAL INFORMATION:** *Please print or type*

Business/Individual Name \_\_\_\_\_ Trade Name (if different) \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Business # ( ) \_\_\_\_\_ Mobile/Pager # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail \_\_\_\_\_

SIC Code/Business Description \_\_\_\_\_ Business Start Date \_\_\_\_\_ Time as Current Owner \_\_\_\_\_

Type of Business:  Sole Proprietorship  Corporation  General Partnership  L.L.C.  Other \_\_\_\_\_  
**(Provide copy of LLC Agreement)**

Number of Employees \_\_\_\_\_ Purchase Order Number Required?  Yes  No

Has the business or any principal ever declared bankruptcy?  Yes  No Are there any outstanding liens?  Yes  No

*If yes, date filed* \_\_\_\_\_

Federal ID Number \_\_\_\_\_ Sales Tax Exempt?  Yes  No *If yes, please attach copy of exemption certificate*

Bonding Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

Do you have Physical Damage Coverage for Rental Equipment?  Yes  No

*\*If yes, must attach Insurance Certificate indicating sufficient Physical Damage coverage or Loss Damage Waiver will be charged*

Do you have Liability Insurance Coverage?  Yes  No

**\*A Certificate of Commercial General Liability coverage must be received before a rental account can be approved.**

Type and Amount of Credit Applied For \_\_\_\_\_

**FINANCIAL INFORMATION:**

**Bank/Finance Company References:**

Name	Account Number & Phone Number	Checking:	Savings:	Loan:
		<i>(Please provide current balances)</i>		
(1) _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Trade References:**

Contact	Address (include city, state & zip)	Telephone #	Account #
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____
(4) _____	_____	_____	_____

**Personal Information on Owner/Principals/Guarantors:** *attach additional sheets, if necessary*

Name/Title \_\_\_\_\_ Birth date \_\_\_\_\_ SS # \_\_\_\_\_  
 Home Address & Phone No. \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

Name/Title \_\_\_\_\_ Birth date \_\_\_\_\_ SS # \_\_\_\_\_  
 Home Address & Phone No. \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

NOTICE: The undersigned ("Purchaser") hereby makes application for credit from Carter Machinery Company, Inc. ("Carter"). In this connection, Purchaser hereby authorizes and requests each trade or bank reference listed herein to advise Carter of its credit experience with and to express an opinion as to the credit record of Purchaser. Purchaser acknowledges and agrees that Carter, in its sole discretion, may submit this Credit Application and other credit information to others, including other potential sources of the credit sought by this application, as well as Carter's successors and assigns. Further, Purchaser, and each person signing below on behalf of Purchaser and/or signing as a Guarantor, agrees that Carter may obtain personal credit reports with respect to Purchaser and each such person in connection with continuation of the credit provided herein, or pursuant to a subsequent application or request, and that Carter may share with such other potential sources of the credit sought by this application all such credit reports and other credit information described in this paragraph. Purchaser acknowledges that Carter may, in its sole discretion, refuse to extend credit to Purchaser in connections with any credit transaction. The fact that this application contains reference to "type and amount of credit applied for" shall not be deemed a limitation of liability by Purchaser or any Guarantor. If credit is extended, Purchaser agrees to pay invoices in accordance with the terms and conditions on reverse side hereof and further agrees to pay costs of collection, including a twenty-five percent (25%) attorney's fee.

**-SEE REVERSE SIDE FOR TERMS AND CONDITIONS AND SIGNATURES-**

[www.CarterMachinery.com](http://www.CarterMachinery.com)

**CARTER'S STANDARD TERMS AND CONDITIONS**

APPLICANT WARRANTS THAT THIS APPLICATION AND INFORMATION PROVIDED HEREIN IS PRESENTED SOLELY FOR BUSINESS CREDIT PURPOSES ONLY.

The terms and conditions set forth below, together with the separate written statement of Carter's Warranties and Disclaimers and the terms and conditions of a purchase order or request for services and/or materials (an "Order") that are not inconsistent herewith, shall constitute all of the terms and conditions of all purchase, sale, and lease transactions between Carter Machinery Co., Inc. ("Carter") and the person or entity placing an Order (the "Purchaser") unless Carter has expressly agreed otherwise in a separate written document manually signed by Carter (the "Contract Terms"). As used herein the term "Products" shall refer to the machinery, equipment and parts that are subject of a purchase and sale or a lease or rental transaction.

**1. Warranties and Disclaimers.** ALL SALES AND LEASES ARE SUBJECT TO THE SEPARATE WRITTEN STATEMENT OF CARTER'S WARRANTIES AND DISCLAIMERS, WHICH IS INCORPORATED HEREIN BY REFERENCE. Additional copies of the written statement are available upon request. EXCEPT AS PROVIDED IN THE SEPARATE WRITTEN STATEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**2. Safety and Health Standards.** Use of the Products may require Purchaser to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act of 1969. Purchaser acknowledges that the Products may require certain additional safety guards and devices before use in compliance therewith and Purchaser assumes the entire responsibility for the installation of such safety guards and devices. Purchaser agrees to indemnify and save Carter harmless from and against a failure to do so.

**3. Shipping and Taxes.** Unless otherwise agreed at the time of sale, Purchaser shall be responsible for, and reimburse Carter all shipping, transportation and other delivery charges, including special order shipping charges. Purchaser shall pay, in addition to the sales tax applicable at the time of delivery, all excise, privilege, sales, use and other taxes and tariffs whenever due, and in the event the same are paid by Carter, Purchaser will reimburse Carter for the cost thereof forthwith.

**4. Payment and Charges.** Machine, equipment and rental invoices are due upon receipt unless otherwise stated. Payment of parts and service invoices is due in full on the 10<sup>th</sup> day of the month for purchases made during the preceding month. In the event of nonpayment of any indebtedness within 10 days of when due, Purchaser shall pay a late charge of 2% per month computed on the unpaid indebtedness (or if prohibited by applicable law, such lesser amount allowed by law).

**5. Time of Delivery, Force Majeure and Risk of Loss.** Carter makes no guaranty or warranty of the approximate available date and any such date specified in this Agreement is merely an estimated date of shipment or delivery. Performance by Carter shall be subject to "Force Majeure" which term is hereby declared to include all circumstances and actions whatsoever beyond the direct and immediate control of Carter, among which, but not exclusive of others, are the following: Acts of God, war and riot, intervention of authorities or agencies of government including but not limited to agencies concerned with the preservation of the environment, embargoes, vandalism, sabotage, strikes, lockouts, or other industrial disturbances, shortages or delay in supply of fuel, power, raw materials or component parts, or other cause beyond Carter's reasonable control or any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data. Carter shall not be liable for any loss or damage caused Purchaser, nor shall Purchaser be entitled to cancel an order because of, failure to perform due to Force Majeure. Risk of loss shall pass to Purchaser upon delivery of the Products to Purchaser or to a common or contract carrier.

**6. Credit and Security Interest.** Each Order shall be subject to Carter's approval of Purchaser's financial responsibility and credit on the actual delivery date, and Carter reserves the right to restrict an Order to a cash sale or to specify all credit terms and security to be given for the extension of credit. Carter reserves a purchase money security interest in the Products until such time as Carter has received payment in full. In this connection, Purchaser authorizes Carter to execute and file (manually or electronically) such financing statements as might be reasonably required to perfect such security interest.

**7. Miscellaneous.** An Order cannot be assigned by Purchaser or by operation of law, except with the written consent of a corporate officer of Carter. Each Order shall be construed and interpreted under the laws (except principles of conflicts of laws) of the Commonwealth of Virginia. The UN Convention on Contracts for the International Sale of Goods shall not be applicable and is specifically disclaimed. Any cause of action for default shall be deemed to have arisen in the City of Salem, Virginia. No modifications or waiver of these Standard Terms and Conditions shall be effective unless in writing. Any terms contained in an Order that are inconsistent with these Standard Terms and Conditions, as well as any other terms not expressly contained in the Contract Terms, are objected to, inapplicable and disclaimed. Purchaser shall reimburse Carter for all costs and expenses, including legal fees, incurred by Carter in collecting the purchase price and/or collecting damages for Purchaser's breach. Carter is an Equal Opportunity Employer complying with Executive Order 11246. If an Order is a nonexempt Government Contract or Federally Assisted Government Contract, as such terms are defined in Part 60-1 of Chapter 41 of the Code of Federal Regulations, or a nonexempt subcontract or purchase order entered into in connection with the performance thereof, then the provisions of paragraphs (1) through (7) of Section 60-1.4(a) or Section 60-1.4(b), as applicable, are incorporated herein by reference and the parties agree to comply therewith. A facsimile signature shall have the same validity and effect as an original signature.

**PURCHASER:** \_\_\_\_\_ (please print business/individual name)  
**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PERSONAL GUARANTY**

In consideration of credit being extended by Carter Machinery Company, Inc. ("Carter") to the above-named Purchaser. I/we ("Guarantor") hereby jointly, severally and unconditionally guarantee to Carter, its successors and assigns, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Purchaser to Carter, including interest, service and late charges, now existing or hereafter arising (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court cost and legal fees incurred by Carter in attempting to collect the Indebtedness or enforcing this Guaranty. This Guaranty shall remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested. Revocation of this Guaranty by any Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Purchaser prior to receipt of notice of revocation by Carter. Each Guarantor agrees that Carter may obtain a personal credit report in accordance with the provisions of the "Notice" appearing on the front page.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and shall be enforceable before or after proceeding against Purchaser, and without any resort to any collateral or other Guarantor or surety. This Guaranty shall be governed by the laws of the Commonwealth of Virginia and Guarantor hereby consents to it jurisdiction.

\_\_\_\_\_  
Jointly and Severally (SEAL) SS#: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Jointly and Severally (SEAL) SS#: \_\_\_\_\_ DATE: \_\_\_\_\_