



Return To: P.O. Box 11520
Lexington, KY 40576-1520
Phone (859) 254-6443
Fax (859) 254-9099

CREDIT APPLICATION

Date _____

FULL LEGAL BUSINESS NAME OR INDIVIDUAL NAME FEDERAL TAX ID OR SOCIAL SECURITY NO

INDIVIDUAL PARTNERSHIP CORPORATION GOVERNMENT LLC STATE OF ORGANIZATION/LEGAL RESIDENCE

RESALE OR EXEMPT CERTIFICATE # (Please provide copy) DATE BUSINESS STARTED

ADDRESS CITY STATE ZIP COUNTY

BUSINESS PHONE BUSINESS FAX BUSINESS WEBSITE

PRIMARY CONTACT TITLE PRIMARY CELL NO. PRIMARY E-MAIL

ACCOUNTING CONTACT ACCOUNTING PHONE ACCOUNTING E-MAIL

TYPE AND NATURE OF BUSINESS EST. ANNUAL SALES NO. OF EMPLOYEES

IF INDIVIDUAL--PLACE OF EMPLOYMENT PHONE HOW LONG AT THIS JOB ANNUAL SALARY

SIGNED PURCHASE ORDER REQUIRED? YES NO HAVE YOU EVER APPLIED FOR CREDIT WITH US BEFORE? YES NO

IF SO, UNDER WHAT NAME? CREDIT LINE REQUESTED \$

EST. MONTHLY PURCHASES/RENTALS? \$ ARE THERE ANY JUDGEMENTS OR SUITS PENDING? YES NO

HAVE YOU EVER FILED FOR BANKRUPTCY? YES NO IF SO, HOW LONG AGO?

WHY ARE YOU REQUESTING CREDIT WITH WILSON EQUIPMENT COMPANY, LLC.? RENTAL SERVICE PARTS

IF RENTAL, WHAT EQUIPMENT DO YOU NEED? HOW LONG?

JOB SITE ADDRESS WHERE EQUIPMENT WILL BE USED

WHO ARE YOU WORKING FOR? WHEN WILL YOU BE PAID?

HOW DID YOU HEAR ABOUT US? Friend Yellow Pages Internet Billboard Mailing Other

LIST THREE TRADE REFERENCES UNAFFILIATED WITH YOUR COMPANY:

NAME ADDRESS FAX PHONE ACCOUNT NO.

1.

2.

3.

BANK REFERENCE:

NAME ACCT. NO. BANK OFFICER PHONE

INSURANCE INFORMATION:

NAME OF AGENCY CONTACT PHONE FAX

Wilson Equipment Company, LLC. reserves the right to request additional information in order to complete the credit application process

Please See Reverse Side for Credit Terms, Personal Guaranty, and Signature

www.wilsonequipment.com

CREDIT TERMS

- I. The Customer requests that Wilson Equipment Company, LLC. ("hereinafter referred to as "Wilson"), sell, rent, loan, demo, service, or repair goods and equipment on account in consideration of which the Customer and Wilson agree as follows:
- II. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by Wilson according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1 1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Wilson may change the interest rate by giving the Customer 30 days prior written notice. The new interest rate shall apply only to the balance on the account 30 days from the date of said notice. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law. Customer agrees to pay Wilson a reasonable processing fee to cover any check returned by Customer's bank as unpaid.
- III. Customer authorizes Wilson to make whatever credit investigation it feels is proper to evaluate Customer's credit and financial standing, credit experience with credit bureaus and other creditors that Wilson believes Customer is or has done business with. Wilson reserves the right to adjust credit limits accordingly.
- IV. If the Customer fails to pay pursuant to the terms of this agreement and Wilson elects to take action to collect this Account, the Customer shall pay all costs incurred by Wilson including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. The Customer assigns as security for any indebtedness incurred or to be incurred to Wilson under this account all of the customer's presently owned and existing and hereafter and arising: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing collateral. Customer appoints any representative of Wilson as Customer's attorney-in-fact to sign and file a UCC-1 financing statement to perfect the security interest. This transaction shall be governed by the law of the state of Kentucky, and jurisdiction and venue for the hearing for any matter in dispute shall be with the Fayette County Circuit Court of Kentucky. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At Wilson's sole discretion, any deposition will take place in Fayette County.
- V. If the Customer is not a corporation, the corporation is dissolved or there is a change of ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid Account even if they later incorporate or sell the business, unless the Customer sends a written notice of said change in status by certified mail-return receipt to Wilson. Personal liability shall continue for the Account balance incurred before said notice is received.
- VI. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement and that this agreement may not be modified except by a written agreement signed by an officer of each company. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance.

The undersigned does hereby certify that he/she is authorized to sign this application on behalf of the applicant and further certifies the above credit information is correct. The undersigned hereby authorizes Wilson Equipment Company, LLC. and/or it's assigns to make all inquiries it deems necessary to verify the accuracy of information provided to determine the creditworthiness including, without limitation, obtaining consumer and/or business credit reports regarding the undersigned. Each of the undersigned hereby acknowledges that Wilson Equipment Company, LLC. and/or it's assigns will obtain a consumer credit report concerning them. The undersigned acknowledges that he/she has read and agrees to be bound to the terms of this agreement.

In consideration of credit which has been, or will be, extended to the named company, the undersigned does unconditionally, personally, and individually guarantee to Wilson Equipment Company, LLC. the payment of any and all indebtedness that may be due now or which may become hereafter due, such amount to include attorney's fees incurred in the enforcement and collection of said indebtedness as a result of agreement. The guarantee shall be for the amount owing, but not to exceed two hundred thousand dollars, and this guarantee shall run until December 31, 2030. It is understood that venue for purpose of collection of any unpaid balance shall lie in Lexington (Fayette County) Kentucky. A facsimile copy of this agreement shall be as binding as the original.

Date	Print Name	Signature	Title
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