

# Application for Business Credit



Application Date: \_\_\_\_\_

Legal Business Name  
\_\_\_\_\_

Choose One:

- Sole Proprietor     Corporation  
 Partnership       LLC

Physical Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Billing/Correspondence Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_ PURCHASE ORDER REQUIRED?     Y     N

Nature of Business \_\_\_\_\_ Year Est. \_\_\_\_\_

Number of Employees \_\_\_\_\_ Business Building Is     Owned     Rented

Federal Tax ID Number \_\_\_\_\_ Sales Tax to be Charged     Y     N

**If NO, please complete and sign A Sales Tax Exemption Certificate and return with this application.**

Amount of Credit Requested \$ \_\_\_\_\_

Name of Purchasing Agent \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

## **OWNERS/OFFICERS**

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

## **TRADE REFERENCES**

Name	City, ST, Zip	Contact/Phone
Street		
Name	City, ST, Zip	Contact/Phone
Street		
Name	City, ST, Zip	Contact/Phone
Street		
Name	City, ST, Zip	Contact/Phone
Street		

**APPLICANT REPRESENTS AND WARRANTS THAT ALL INFORMATION DISCLOSED HEREIN AND IN ANY DOUMENTS FURNISHED TO SUBMIT IN CONNECTION WITH THIS APPLICATION FOR CREDIT ARE TRUE AND CORRECT.**

**APPLICANT: PLEASE COMPLETE AND SIGN REVERSE SIDE OF THIS FORM.**

## TERMS AND CONDITIONS OF SALE

In consideration of WAGNER-SMITH EQUIPMENT CO. (WAGNER-SMITH) permitting the purchase of materials to the undersigned company or entity ("Applicant") agrees to the following terms and conditions:

1. The person(s) signing this agreement warrants and represents that they have full authority to enter this agreement on behalf of the tile applicant. Applicant represents that all materials purchased from WAGNER-SMITH will be used for commercial purposes only. The Applicant understands that the submittal of the application does not constitute a credit account until approved by WAGNER-SMITH.
2. Applicant agrees to pay for all materials purchased from WAGNER-SMITH by the due date according to the terms of sale stated on each invoice. All accounts are due and payable at the remittance address shown on WAGNER-SMITH'S invoice.
3. As allowed by applicable law, Applicant agrees to pay interest on all past due amounts. Interest shall accrue at 1½% per month on the past due balance, but not exceed the highest amount lawfully allowed by law, in the state in which this application is executed. Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest.
4. Applicant and Guarantor agree to pay all costs of collection, including reasonable attorneys' fees that WAGNER-SMITH may incur in connection with any collection effort that they may undertake to collect any amounts owing WAGNER-SMITH by the undersigned.
5. No terms or conditions of purchase orders that are different from WAGNER-SMITH terms of sale will become part of any contract unless approved in writing by WAGNER-SMITH.
6. Applicant authorizes WAGNER-SMITH to obtain credit and financial information concerning the Applicant at any time and from any Source. As often as WAGNER-SMITH may request, the undersigned will provide financial statements and such other financial information of the undersigned.
7. The law of the State of Ohio governs the terms and conditions of Sale.
8. Applicant and Guarantor(s) agree that venue of any legal action brought on this account will be in county and state of tile applicants place of business or WAGNER-SMITH's place of business, at the discretion of WAGNER-SMITH. The Applicant and Guarantor(s) hereby waive their rights to a jury trial.
9. This agreement may be terminated at will by WAGNER-SMITH without notice or demand.
10. In the event of any change in character of ownership of the applicant's business by incorporation, or otherwise, by addition of partners, or by change in ownership of the corporation, applicant shall immediately notify WAGNER-SMITH in writing at the address shown on the invoice, certified mail, return receipt requested. WAGNER-SMITH will rely on the information provided on tile credit application until so notified of the change.

**By signing below, the undersigned acknowledges its agreement to the terms and conditions outlined above.**

Name of Company or Entity \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTY** Please complete area below if checked

**The undersigned, jointly and severally, as an inducement to WAGNER-SMITH to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debt and/or liabilities (including interest and attorney's fees), of said applicant which have in the past or may in the future be owing to WAGNER-SMITH on open account or otherwise under the same conditions.**

**The undersigned hereby consent(s) to WAGNER-SMITH's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantors(s) in connection with the extension of business credit as contemplated by this credit application. The Undersigned hereby authorizes WAGNER-SMITH to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.**

**The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et. Seq.**

**The obligations under this guaranty are primary and independent of the Applicants obligations, and the undersigned waive: (1) any right to require WAGNER-SMITH to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining thereto; (2) diligence, demand, presentment for payment and protest; (3) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (4) notice of any extension, forgiveness, restructuring or modification of Applicant's present or future indebtedness to WAGNER-SMITH.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Social Security Number \_\_\_\_\_

Signed \_\_\_\_\_ Social Security Number \_\_\_\_\_

**GURANTOR MAY REVOKE THIS GUARANTY AS TO FUTURE TRANSACTIONS ONLY BY SERVING WRITTEN NOTICE UPON WAGNER-SMITH, BY CERTIFIED MAIL AT 3201 ENCRETE LANE, DAYTON, OHIO, 45439. RECEIPT OF SUCH NOTIFICATION WILL NOT RELIEVE GUARANTOR OF THEIR GUARANTY FOR ANY ORDERS ACCEPTED BY WAGNER-SMITH, ON OR BEFORE THE DAY WAGNER-SMITH RECEIVED SAID REVOCATION.**

**Wagner-Smith Equipment Co.**  
**www.wagnersmithequipment.com**

P.O. Box 127	5701 Highpoint Pkwy.	19020 SW Cipole Rd.	550 Hwy 155 S.	135 N. 22 <sup>nd</sup> . Ave.	RR1 Box 180A
Dayton, OH 45401	Burleson, TX 76028	Tualatin, OR 97062	McDonough, GA 30253	Phoenix, AZ 85009	Lawrenceville, IL 6439
866-338-0398	800-666-6567	800.444.7064	888.867.5777	602.272.0991	618.943.3697
F 937-424-3631	F 817-447-8917	F 503-692-0474	F 770-914-9386	F 602-254-7710	F 618-943-2899