

# POWER EQUIPMENT COMPANY

Main Office: PO Box 28; Denver, CO 80201-0028; (303) 288-6801 Phone  
(303) 288-6809 Fax

## CREDIT APPLICATION

Grand Junction Branch  
PO Box 1848  
Grand Junction, Co 81501  
(970) 243-0722 phone  
(970) 243-0726 fax

Colorado Springs Branch  
2940 E Las Vegas St  
Colo. Springs, CO 80906  
(719) 392-1155 phone  
(719) 390-9604 fax

Casper Branch  
3251 MJB Road  
Casper, Wyoming 82601  
(307) 577-9700 phone  
(307) 577-9703 fax

Albuquerque Branch  
567 B Comanche Ln., NE  
Albuquerque, NM 87107  
(505) 344-9466 phone  
(505) 345-4715 fax

**No Application will be processed that is not filled out completely including second page.**

### BUSINESS INFORMATION:

We operate as (check one): Individual  Partnership  Corporation  Federal ID# \_\_\_\_\_

Trade Name: \_\_\_\_\_

Owner's Name (if individual): \_\_\_\_\_ SSN: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Headquarter Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Local Business Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Resident Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Year Business Started: \_\_\_\_\_ General Nature of Operation: \_\_\_\_\_ County: \_\_\_\_\_

Registered Agent: \_\_\_\_\_ Address: \_\_\_\_\_

### ATTACH CERTIFICATE OF GOOD STANDING

### PARTNERS OR OFFICERS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ Driver's License # & State \_\_\_\_\_ D/O/B: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ Driver's License # & State \_\_\_\_\_ D/O/B: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ Driver's License # & State \_\_\_\_\_ D/O/B: \_\_\_\_\_

### CREDIT DATA:

Bank: \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name on Account: \_\_\_\_\_ Account #: \_\_\_\_\_

### ATTACH COPY OF VOIDED BLANK CHECK

### TRADE REFERENCES (Please give FULL ADDRESS of references):

1. \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

2. \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

3. \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

### INSURANCE INFORMATION:

Insurance Company: \_\_\_\_\_ Agent: \_\_\_\_\_

Physical Damage with: \_\_\_\_\_ Limits of Coverage \_\_\_\_\_

Dates of Coverage: \_\_\_\_\_ Will equipment being purchased be included in above coverage? \_\_\_\_\_

### ATTACH COPY OF INSURANCE POLICY

### MISCELLANEOUS:

Any judgments/suits pending?  If yes, give details: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Case #: \_\_\_\_\_

Bankruptcy?  If yes, give details/year: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_ Case #: \_\_\_\_\_

Ever done business under another name?  If yes, what name? \_\_\_\_\_

### BILLING DATA:

Do you require purchase orders?  Resale?  If yes, Resale License #: \_\_\_\_\_

Accounts Payable contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

### ATTACH COPY OF RESALE LICENSE, IF APPLICABLE

CREDIT APPLICATION MAY BE FAXED TO THE CREDIT DEPT. AT OUR MAIN OFFICE IN DENVER FAX (303) 288-6809

**CREDIT AGREEMENT**

By signing this agreement, we agree as follows:

We will pay all invoices Net 30 days following date of the invoice. Invoices for machines shall be paid as specified on the invoice. If these amounts are not paid when due, we agree to pay Power Equipment Company, in addition to all amounts due, interest at the rate of 18% per annum from the date the account becomes due until paid in full including post-judgment, together with all costs, expert witness fees, and reasonable attorneys' fees and any other costs or expenses of collection, incurred in collecting these amounts.

Delinquent accounts in excess of 90 days will automatically be put on COD. We also agree that this credit application and agreement shall be enforced and construed pursuant to the laws of The State of Colorado. Any claims that arise out of the manufacture, sale, use, operation, maintenance, or repair of any parts or equipment sold under this agreement, or out of any services provided under this agreement, shall be brought in the District Court for the City and County of Denver, Colorado. We hereby agree to jurisdiction and venue in such court. The undersigned hereby authorize Power Equipment Company to procure any individual consumer report relative to the business credit investigation on this company. We authorize any bank or financial institution to release information on our accounts. Facsimile signature may be evidenced as original signature.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY**

In consideration for Power Equipment Company ("Creditor") extending credit to \_\_\_\_\_ ("Company") on or after this date, the undersigned guarantor (s) ("Guarantors"), jointly and severally, hereby personally guarantee unconditionally the prompt payment of any sums or obligations which are now or shall hereafter become due and owing by the Company to Creditor. It is understood and agreed that credit, if extended, is to be on a continuing basis, and Creditor shall not be obligated to notify the Guarantors of the dates or amounts of any such credit, that the Guarantors waive demand and notice of default and agree that any extension of time or other forbearance which may be granted by Creditor shall not affect or alter Creditor's right under this guaranty.

The Guarantors for themselves and the above-named Company further agree to pay a service charge of 1 ½ % per month (18% per annum) on all past-due, including post-judgment, balance as well as all costs and expenses Creditor may incur in connection with the collection of any past due balance or any other default by the Company on any agreement or transaction the Company may enter into with Creditor including, without limitation, reasonable attorney's fees, expert witness fees, and all other costs of collection. The Guarantors for themselves and the Company understand and agree that in signing this guaranty, they are submitting themselves to the jurisdiction of Colorado and its courts and, in the event that litigation arises between the Creditor and the Company and/or any of the Guarantors and at the sole option of the Creditor, jurisdiction will be appropriate in Colorado and venue proper in the county of Denver.

This obligation of the Guarantors shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger, or consolidation of the Company or any other change in the composition, nature, personnel or location of the Company. This guaranty shall insure to the benefit of Creditor, its successors and assigns and shall bind the heirs, executors, personal representative, administrators and other successors of the Guarantors.

\_\_\_\_\_  
Signature of Guarantor (no titles)

\_\_\_\_\_  
Signature of Guarantor (no titles)

\_\_\_\_\_  
Name of Guarantor (please print)

\_\_\_\_\_  
Name of Guarantor (please print)

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Social Security No.