



# Contractor Equipment & Supply, Inc.

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## CREDIT APPLICATION, CREDIT AGREEMENT, GUARANTEE & SECURITY AGREEMENT

Credit Applicant \_\_\_\_\_  
Street Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Tax I.D. # \_\_\_\_\_ Requested Credit Limit \_\_\_\_\_

### List officers, partners or owner

Name _____	Name _____
Address _____	Address _____
Telephone _____	Telephone _____
Driver's License# _____	Driver's License # _____
Date of Birth _____	Date of Birth _____

State previous similar business experience of any officers or owners:

List three trade credit references with Address, Phone & Fax, (use separate sheet if necessary)

Bank Reference: (bank name, address, person to contact, telephone, account #)

State the name and phone of person in charge of applicant's accounts payable:

**Credit Terms:** Specific credit terms are as provided on the rental and sales contracts and are in addition to the terms of this Agreement. Upon applicant's default in payment or other terms of this Agreement Seller may charge Applicant with reasonable attorney's fees and costs of collection. I (We), the undersigned, state that I am authorized on behalf of Applicant to make this application that all of the answers given herein are true and correct and that by making this application I, and Applicant, intend to induce *CCS Contractor Equipment & Supply, Inc.*, Credit Grantor, to extend credit to Applicant.

I further understand that Credit Grantor is relying upon this application in extending credit. I authorized Credit Grantor, its agents or attorneys to contact any of the individuals or businesses named herein to verify the accuracy of the information given and update that information from time to time as it deems necessary or advisable.

**Guarantee:** The undersigned(s), in consideration of the extension of credit *CCS Contractor Equipment & Supply, Inc.*, Credit Grantor, to Credit Applicant, do(es) hereby unconditionally guarantee full and prompt payment of any and all credit balances however created and regardless of form owed to Credit Grantor. This Guarantee shall be open, continuing, absolute and unconditional until expressly revoked in writing by actual notice to Credit Grantor. The undersigned(s) expressly waives diligence in collection, presentment, demand, notice, protest, or of the creation or extension of any party to this agreement. No release or discharge of any co-guarantor shall release or discharge any other guarantor in whole or in part. This guarantee shall be binding upon the undersigned(s), jointly and severally, and upon the legal heirs, representatives, successors and assigns of the undersigned(s).

**Purchase Money Security Agreement:** This Agreement provides for a security interest to be retained by *CCS Contractor Equipment & Supply, Inc.*, Seller, in connection with either a series of credit sales or a singular credit sale to applicant. The property included in this Security agreement is all property sold by Seller Applicant. Applicant agrees that all sales are for business purposes and are not consumer sales. This agreement is a Security Agreement and under the terms hereof the Applicant does not obtain title or ownership of the items purchased from Seller until said items are paid for in full plus any service charges relating to the purchase(s). Applicant agrees that Seller may combine Applicant's subsequent purchases with any of Applicant's outstanding balances from previous purchases. On each purchase and any outstanding balance Applicant agrees to pay a service charge of 1-1/2% per month after thirty (30) days. Payments shall be applied as follows: in the case of items purchased on different dates, the first purchased shall be deemed first paid for; in the case of items purchased on the same date, the lowest priced shall be deemed first paid for. Until each item is paid for Applicant has the risk of loss or damage. Upon one or more defaults in the terms of this Agreement Seller may declare Applicant's outstanding balance due and payable and may repossess any merchandise for which Seller has not been paid in full. Applicant agrees to provide ready access to Seller or its agents so that Seller may retake or repossess any property, wherever located, which is security under this Agreement, and with or without notice and with or without due process of law, at all times and places.

Applicant agrees to indemnify and hold harmless the Seller from any and all liabilities occasioned to the Seller, its agents or attorneys on account of the Seller's repossession of the security or otherwise on account of this Agreement. Applicant shall not act contrary to the secured position of Seller. Upon the close of Applicant's business, bankruptcy or default in payment, Applicant shall return to Seller at Applicant's expense all property included in this Security Agreement.

Dated: \_\_\_\_\_

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

Authorized signature - guarantor