



# Credit Application

MD/VA/DE Customers fax back to: (301) 498-8720

NC/SC Customers fax back to: (704) 583-4188

Annapolis Jct., MD (800)492-1274 <b>FAX: (301) 498-8720</b>	Charlotte, NC (800)768-3444 <b>FAX: (704) 588-8847</b>	Simpsonville, SC (800)850-4710 <b>FAX: (864) 962-9230</b>	Colfax, NC (888) 993-9344 <b>FAX: (336) 996-6822</b>
Manassas, VA (877) 661-6566 <b>FAX: (703) 393-6625</b>	Ashland, VA (800) 552-2074 <b>FAX: (804) 798-8720</b>	Garner, NC (888) 883-7633 <b>FAX: (919) 662-7332</b>	Summerville, SC (800) 850-4710 <b>FAX: (843) 821-3095</b>

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County (for Sales Tax): \_\_\_\_\_ Type of Entity: Sole Proprietor:  LLC:  Corporation:  (state of inc) \_\_\_\_\_

SSN / EIN#: \_\_\_\_\_ Sales Tax Exempt: Y  N  (If yes, attach tax certificate) Years in Business: \_\_\_\_\_

No Employees: \_\_\_\_\_ Type of Business: P.O. Required: Y  - N

**Primary Officers Information:** (List additional officer information on a separate sheet if necessary)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security # \_\_\_\_\_

Address: \_\_\_\_\_ City, St. \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Driver's License: State \_\_\_\_\_ License # \_\_\_\_\_

**Insurance Information:** Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ Agent Name: \_\_\_\_\_

**Bank / Finance References:** (List additional bank or finance company references on a separate sheet)

Bank \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Phone #: \_\_\_\_\_

Acct #: \_\_\_\_\_ Contact name \_\_\_\_\_ Loan Activity: Y  - N

**Trade References:**

1. Name \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

2. Name \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Name \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

The Customer certifies the above credit information is correct: that the Customer is solvent: and authorizes and directs the above-indicated bank and suppliers to verify said information and give additional requested information to VERMEER MID ATLANTIC, LLC ("VERMEER") upon request. **The Customer agrees to be bound to the terms on the reverse side of this agreement.** The undersigned represents that he has the authority to sign this Agreement on behalf of the Customer and that a signed facsimile copy of this agreement shall be as binding as an originally signed and delivered document.

The undersigned hereby consent(s) to VERMEER 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 guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Vermeer and it's assigns (assignees, designees, sources) to obtain a consumer credit report and the release of bank and trade information 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 to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC 1681 ct seq.

**SIGNATURE REQUIRED FOR VERIFICATION & CREDIT REPORT AUTHORIZATION**

DATED: \_\_\_\_\_ (x) \_\_\_\_\_  
SIGNATURE PRINTED NAME TITLE

This application continues on the back of this page or on a second sheet where signatures are required:  
**(OVER) or (CONT. NEXT PAGE)**

**GUARANTY**

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and attorney's fees and cost incurred to enforce collection of the account and this Guaranty, and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon VERMEER, by Certified Mail-Return Receipt Requested, declaring said guaranty shall not apply to future purchases. A signed facsimile copy of this Guaranty shall be as binding as an originally signed and delivered document.

SIGNATURE

PRINTED NAME

DATED: \_\_\_\_\_ (x) \_\_\_\_\_ (x) \_\_\_\_\_

DATED: \_\_\_\_\_ (x) \_\_\_\_\_ (x) \_\_\_\_\_

WITNESSED BY (x) \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

**CREDIT TERMS**

The Customer requests that VERMEER Mid Atlantic, LLC (hereinafter referred to as "VERMEER"), sell, rent, repair and service equipment and parts on account in consideration of which the Customer and VERMEER agree as follows:

**INVOICES ARE DUE UPON RECEIPT (RENTALS ARE DUE IN ADVANCE OF THE RENTAL PERIOD).**

The Customer shall pay the full amount of each invoice upon receipt of the invoice and no later than 30 days after the date of invoice. After 30 days from the invoice date the invoice is considered PAST DUE. Customer agrees to pay a service charge on all past due balances for which payment has not been received or according to any special terms stated. The service charge shall be 1½% 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. The Customer warrants that it will use all equipment and parts purchased or rented under this account for business purposes and that the Customer is not a consumer as defined by an applicable federal or state usury law. However, if the customer is a consumer or the aforesaid interest rate violates any applicable law, then the interest rate is automatically reduced to the highest rate allowed by applicable law. VERMEER may agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. VERMEER may also terminate credit at any time if it determines itself insecure or the customer is in default, under this agreement.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from VERMEER and expressly disclaims any reliance upon any statements or representations made or to be made by VERMEER regarding the sale or rental of any parts or equipment. The Customer also waives any liability upon VERMEER for any direct, special, or consequential damages that Customer may suffer. In the event of damage to any equipment the Customer rents from VERMEER, the Customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of VERMEER. In the event any rental equipment is damaged beyond repair or not returned to VERMEER because of theft or other loss, the Customer shall be responsible for the regular market value of the property as determined by similar sales of similar equipment by VERMEER. In the event the Customer rents any equipment, the Customer shall obtain insurance satisfactory to VERMEER and provide a certificate of same covering all risk of loss, theft, or damage and public liability for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to VERMEER.

If the Customer fails to pay pursuant to the terms of this Agreement and VERMEER elects to take legal action to collect this Account, the customer shall pay all cost incurred by VERMEER, including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the States of Maryland, North Carolina, South Carolina and Virginia. JURSDICTION AND VENUE FOR HEARING OF ANY MATTER CONCERNING CREDIT TRANSACTIONS SHALL AT THE SOLE DISCRETION OF VERMEER BE IN COUNTIES ASSOCIATED WITH THE VERMEER HOME OFFICE, OR ANY ADJACENT COUNTY IN THE STATE THAT VERMEER SELECTS. **The Customer waives any right to a jury trial.** The Customer assigns to VERMEER as security for any indebtedness incurred or to be incurred to VERMEER all of its existing or hereinafter acquired: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory and all other assets and the proceeds of any such assets. The Customer appoints any representative of VERMEER, as Customer's attorney-in-fact to sign and file a UCC-1 financing statement to perfect the security interest.

The Customer authorizes any of its employees to sign a rental, repair or purchase agreement for such equipment or parts and agrees to be bound by all the terms of said agreement. In the event the Customer directs VERMEER to deliver any equipment or parts and the Customer does not have a representative present at the time of delivery, the Customer authorizes VERMEER to leave the equipment or parts at the designated place of delivery. Upon said delivery, the Customer will be responsible for the equipment or parts and shall be bound by the terms of VERMEER's customary rental or other written agreement.

The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by VERMEER. Absence of a purchase order or purchase order number shall not constitute grounds for non-payment once the Customer has received the equipment or parts.

If the Customer is not a corporation and there is a change in 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 Requested, upon VERMEER. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all equipment and parts immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives VERMEER written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against VERMEER for any determinable deficiency or defect in said delivery of product and any objection he may have to the amount of the invoice.

VERMEER's failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence of this agreement. The parties agree that this is the entire agreement and that no legal representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.