



# CREDIT APPLICATION

DATE: \_\_\_\_\_

PLEASE GIVE COMPLETE ANSWERS TO ALL QUESTIONS (PLEASE PRINT)

FAX NO. \_\_\_\_\_

LEGAL NAME OF BUSINESS ("APPLICANT"): \_\_\_\_\_ TELEPHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TYPE OF BUSINESS  INDIVIDUAL  PARTNERSHIP  CORPORATION YEARS IN BUSINESS \_\_\_\_\_

FEDERAL TAX ID NO \_\_\_\_\_ STATE INCORPORATED \_\_\_\_\_ YEAR INCORPORATED \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

AFFILIATED COMPANIES \_\_\_\_\_

LIST OF NAMES OF PRICIPLES AND / OR OFFICERS

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ S/S NO \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ S/S NO \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ S/S NO \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ S/S NO \_\_\_\_\_

PAYABLES SUPERVISOR \_\_\_\_\_ TELEPHONE \_\_\_\_\_

NAMES AUTHORIZED ON ACCOUNT 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

AMOUNT OF CREDIT APPLIED FOR: \$ \_\_\_\_\_ PURCHASE ORDER REQUIRED:  YES  NO

TAX EXEMPTION INFORMATION

OUR PURCHASE WILL BE  COMPLETELY TAX EXEMPT  PARTIALLY TAX EXEMPT  TAXABLE

A VALID SIGNED TAX EXEMPTION CERTIFICATE MUST BE ATTACHED IF EXEMPTION STATUS IS (PARTIAL OR COMPLETELY) CLAIMED

### TRADE REFERENCES:

1) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

2) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

3) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

4) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

### EQUIPMENT RENTAL ACCOUNT BANK REFERENCES:

1) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CONTACT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

2) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CONTACT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

### FINANCING INSTITUTIONS:

1) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CONTACT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

2) NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CONTACT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

**FINANCING INSTITUTIONS:**

1) \_\_\_\_\_  
PRIME CONTRACTOR: \_\_\_\_\_  
JOB NUMBER: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
BONDED: \_\_\_\_\_  
BY WHOM: \_\_\_\_\_  
ARE YOU A PRIME CONTRACTOR?     YES     NO

2) \_\_\_\_\_  
PRIME CONTRACTOR: \_\_\_\_\_  
JOB NUMBER: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
BONDED: \_\_\_\_\_  
BY WHOM: \_\_\_\_\_  
ARE YOU A PRIME CONTRACTOR?     YES     NO

DO YOU SUBCONTRACT YOUR WORK FROM OTHER PRIME CONTRACTORS?     YES     NO

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**CREDIT TERMS AND CONDITIONS**

**The Credit Applicant hereby:**

1. These Credit Terms and Conditions shall apply to any credit granted to Applicant by Atlas Crane Service LLC ("Atlas") listed above pursuant to these Credit Terms and Conditions. No exceptions or other credit arrangements will apply unless reduced to writing and signed by an authorized representative of Atlas granting the credit.
2. **PAYMENT TERMS ARE NET 30 DAYS.** All invoices are due and payable in full by the 30th day after the invoice date.
3. Any account(s) that are 60 DAYS or more past due may be placed on a "hold" basis until the account(s) is brought current. If Applicant encounters a problem that will affect prompt payment of an account, Applicant agrees to immediately contact Atlas.
4. All charges are due and payable to Atlas at the remit to address shown on all statements and invoices.
5. Delinquent accounts are subject to monthly service charges of 1.5% (18% per year), or the maximum rate permitted by law (if less).
6. In the event it becomes necessary for Atlas to pursue any legal action to enforce its rights under these Credit Terms and Conditions or to collect any monies due or which may hereafter become due from Applicant, Applicant agrees to pay all costs and expenses of pursuing such legal action, whether incurred pre-suit, in any proceeding, or on appeal, including, without limitation, court costs and reasonable attorney fees.
7. The exclusive jurisdiction for any legal action between the Applicant and Atlas arising out of or related to these Credit Terms and Conditions shall be Illinois or in the federal district court for the Northern District of Illinois.
8. Applicant agrees to provide to Atlas prompt written notice of any material change in the information provided by Applicant in this Credit Application as well as any material change in Applicant's financial condition, management, ownership, business, or operations that could have an adverse effect on the credit accommodations granted to Applicant herein.
9. Atlas reserves the right to review, modify, restrict or withdraw any credit accommodations extended to Applicant at any time for any reason and without prior notice. Applicant agrees that any payments may be applied against any amounts due from Applicant within Atlas' discretion. Any credits due Applicant from Atlas may be applied toward payment of any outstanding balances due Atlas.

Applicant warrants that this Credit Application is being made for the purpose of obtaining commercial credit and not for any consumer, personal, family or household purpose, and that the information contained herein is true, accurate and complete in all material respects. Applicant hereby authorizes Atlas to investigate from time-to-time Applicant's background, credit and financial responsibility, including, without limitation, contacting any or all references listed herein and to request and receive credit reports and information from any credit service organizations, and hereby consents to the release of information by any of the foregoing in connection with any such investigation. Each undersigned individual warrants that s(he) is a representative of the Applicant duly authorized to complete and sign this Credit Application and to agree to the Credit Terms and Conditions hereof for and on behalf of Applicant.

BY: Type Name	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature

BY: Type Name	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature

*Please allow 3 days processing time. If you are in need of goods or service immediately, we may be able to accommodate your needs on a C.O.D. basis.*

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## PERSONAL GUARANTY

In order to induce Atlas Crane Service LLC ("Creditor") to (a) extend open credit, (b) enter into a sale, lease or rental agreement with, and/or (c) make any other financial accommodations of any kind whatsoever to applicant ("Debtor"), the undersigned (jointly and severally, if there be more than one) ("Guarantors") hereby unconditionally guarantee the full and prompt payment when due of all sums and the performance of all obligations, duties and liabilities of Debtor due or to become due to Creditor in connection with any agreement or obligation, whether secured or unsecured, oral or written, whether heretofore, now or hereafter made between Debtor and Creditor, including, without limitation, any open account, and any sale, lease or rental agreement. The liability of the Guarantors shall not be affected by, and the Guarantors hereby consent to, any extension, amendment, modification, delay or indulgence of, or with respect to, any agreements between Debtor and Creditor, or by the discharge or release, in whole or in part, of any obligation of Debtor or of any other person or entity liable for the obligation thereunder, or of any collateral securing the same, whether by operation of law or otherwise.

The Guarantors hereby expressly waive presentment, notice of the acceptance of this Personal Guaranty, of nonpayment, nonperformance, or default, of the amount of the indebtedness outstanding at any time, of protest, demand, right of subrogation, or other remedy available at law or in equity. The Guarantors hereby subordinate any indebtedness or other sums owing by Debtor to Guarantors, or any of them, to any indebtedness or other sums owing by Debtor to Creditor. This Personal Guaranty is a continuing, unconditional guaranty of payment and performance and not of collection. Creditor shall not be required to pursue or exhaust any of its remedies against Debtor prior to proceeding under this Personal Guaranty. This Personal Guaranty shall be construed under and in accordance with the laws of the State of Illinois. In any action to enforce this Personal Guaranty, Creditor shall be entitled to recover all its costs and expenses of collection, including without limitation, reasonable attorney's fees.

Revocation of this Personal Guaranty may be made only by written notice signed by Guarantors and sent by certified U.S. mail addressed to: Invoices, Atlas Crane Service LLC, 1275 Aurora Avenue Lane, Aurora, Illinois 60505. Revocation of this Personal Guaranty shall be effective only with respect to indebtedness or other obligations incurred under agreements first entered between Debtor and Creditor after Creditor's receipt of said notice and shall not have any effect whatsoever with respect to the application of this Personal Guaranty to existing agreements or obligations of Debtor.

IN WITNESS WHEREOF, the undersigned has (have) executed this Personal Guarantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Note: If you have a scan of your signature, you may upload it into the signature space.  
Otherwise, please print and sign before returning this document.*

Witnessed (as to all) By:

Print

Signature

Guarantors:

Print

Signature

*Questions or Concerns Regarding These Documents Should be Directed to:  
Samuel Rosenberg, Senior Counsel, Samuel.Rosenberg@atlascrane.com*



(630) 815-2300



www.AtlasCrane.com

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