



FAX: 317-803-2479



FAX: 248-348-3201



FAX: 317-803-2479

Salesman / Branch: \_\_\_\_\_

## Credit Application

MacAllister Machinery Co., Inc.  
6300 Southeastern Ave Phone: (800) 335-0626  
Indianapolis, IN 46203 credit@macallister.com

**GENERAL INFORMATION:** (please print or type)

□ Existing Customer Customer Number: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Trade Name (if different): \_\_\_\_\_

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

City State Zip County

Billing Address: \_\_\_\_\_

City State Zip County

Business #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

AP Contact Name: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Description of Business: \_\_\_\_\_

Business Start Date: \_\_\_\_\_ Time as Owner: \_\_\_\_\_

Type of Business:  Sole Proprietorship  Corporation  General Partnership  LLC  Other: \_\_\_\_\_Has the business or any principal ever declared bankruptcy?  Yes  No Are there any outstanding liens or judgments?  Yes  No

If yes, date filed: \_\_\_\_\_

# of Employees: \_\_\_\_\_ Purchase Order Required?  Yes  No

Federal ID Number: \_\_\_\_\_

Sales Tax Exempt?  Yes  No (attach copy of exemption certificate)

Bonding Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**FINANCIAL INFORMATION:** Additional financial information may be requested including financial statements and tax returns.**BANK / FINANCE CO. REFERENCES:**

Primary Bank / Finance Co	Contact	Address (incl. city/state/zip)	Phone	Account#
(1) _____	_____	_____	_____	_____
(2) _____	_____	_____	_____	_____

TRADE REFERENCES:	Contact	Address (incl. city/state/zip)	Phone	Account#
(1) _____	_____	_____	_____	_____
(2) _____	_____	_____	_____	_____
(3) _____	_____	_____	_____	_____

**PERSONAL INFORMATION ON OWNER / PRINCIPALS / GUARANTORS:** (attach additional sheets if necessary)

(1) Name / Title: _____	Birthdate: _____	SS #: _____
Home Address & Phone #: _____	_____	% Ownership: _____
Net Worth: \$ _____	Annual Income: \$ _____	Monthly Housing Payment: \$ _____
(2) Name / Title: _____	Birthdate: _____	SS #: _____
Home Address & Phone #: _____	_____	% Ownership: _____
Net Worth: \$ _____	Annual Income: \$ _____	Monthly Housing Payment: \$ _____

MacAllister Machinery Co., Inc. is hereby authorized to investigate the credit record of the undersigned applicant and report to proper persons and bureaus the discharge of obligations incurred under any credit advanced by MacAllister Machinery Co., Inc. Applicant agrees that any credit will be advanced only on the basis of a purchase order or other applicable commercial form of MacAllister Machinery Co., Inc.'s and that applicant will promptly pay and discharge all obligations, including without limitation any applicable service or late charges, owed to MacAllister Machinery Co., Inc. under any such credit advanced. Applicant agrees to pay interest on any loans, advances or forbearances or on any past due amounts at a rate to be determined by MacAllister Machinery Co., Inc. from time to time and set forth in its statements and/or any other documents, together with all costs of collecting past due amounts, including MacAllister Machinery Co., Inc.'s collection costs and attorney's fees incurred in connection with same. Jurisdiction for the enforcement of any transaction made pursuant to this credit application shall be in the County of Marion, State of Indiana. The law and decisions of the State of Indiana shall govern all transactions taking place between the parties.

If approved for credit, I confirm I have read, understand, and agree to abide by the credit and payment terms and requirements of MacAllister Machinery Co., Inc. as presented and written on the front and back of this application.

**APPLICANT(S):**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name &amp; Title \_\_\_\_\_

Print Name &amp; Title \_\_\_\_\_

## ACCOUNT AGREEMENT AND TERMS

The person/entity ("Customer") submitting this application to MacAllister Machinery Co., Inc. or any of its subsidiaries or divisions ("MMC") agrees to the following conditions:

1. A late charge of 1.00% per month shall be assessed on all accounts after the expiration of the terms granted.
2. All transactions are assumed to be taxable in all relevant jurisdictions unless MMC receives a valid Tax Exemption certificate.
3. All invoices will be paid to MMC in accordance with the terms and conditions of this Agreement or as otherwise agreed by MMC in writing.
4. All invoices are due and payable at the remittance address shown on the face of the invoice within 30 days of the date of the invoice.
5. Customer agrees that it may from time to time be owed money from MMC due to contracts or transactions between the Customer and MMC which are separate and distinct from the transactions contemplated in this Credit Application and Agreement. MMC will have the right to withhold from the Customer any monies owed by MMC to the Customer in connection with any such contracts or transactions and to offset the same against any sums owed by the Customer to MMC in such amounts as may be deemed by MMC to be reasonably necessary to cover such indebtedness of the Customer. So long as this right of offset is carried out in good faith, the Customer waives any claims against MMC for any consequential damages arising from such withhold and offset even if it is later determined that the withhold and offset was improper.
6. MMC is authorized to file any and all lien notices, construction liens, notice of furnishings, mechanics liens, and surety bond claims or other remedies to protect its interest in equipment or machinery, rental equipment, service, parts and all related accounts. Customer agrees to furnish MMC with all information requested by MMC for the proper completion and service of any notices under the lien laws.
7. Delivery of material to the site constitutes delivery to Customer, regardless of whether the Customer or his agent is at the site at the time of delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by MMC, regardless of the cause of delay. Any claims for adjustments or corrections of billings, must be made within five (5) days of receipt of invoice.
8. MMC will not be responsible for incidental, consequential, special or other damages caused by the delay in delivery, breakdown or mechanical failure of any equipment rented to the Customer.

### PERSONAL GUARANTEE

In consideration for, and as an inducement and incentive to MacAllister Machinery Co., Inc., and/or any of its subsidiaries (herein referred to as "Creditor) to loan money, extend credit and/or sell goods, wares, equipment, fixtures and merchandise (herein collectively referred to as "goods") to: \_\_\_\_\_ (Company Name),

located at: \_\_\_\_\_ (Herein referred to as "Debtor"), the undersigned (herein referred to as "Guarantor", whether one or more) absolutely guarantees payment to Creditor of all past, present and future indebtedness in addition to all interest, expenses, reasonable costs of collection, reasonable attorneys' fees or other obligations due in connection with such indebtedness of Debtor to Creditor. This guarantee shall continue in full force and effect until all obligations which are guaranteed by this instrument are fully discharged. With or without notice to Guarantor, Creditor shall have the unrestricted right to renew, extend, modify, accelerate and/or compromise any indebtedness of Debtor and to accept, substitute, surrender or otherwise deal with any collateral security or guarantees provided by Debtor to Creditor. No such action by Creditor shall affect Guarantor's liability in any manner. Creditor may proceed against Guarantor for any amount guaranteed pursuant to this instrument whether Debtor is joined in any such action or not. This is a guaranty of payment and not collection. Guarantor expressly waives notice of default by Debtor, and Guarantor expressly waives notice of acceptance of this guarantee.

#### GUARANTOR

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

Signature \_\_\_\_\_

SS # \_\_\_\_\_

Address \_\_\_\_\_

#### CO-GUARANTOR (including spouse if requested)

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

Signature \_\_\_\_\_

SS # \_\_\_\_\_

Address \_\_\_\_\_