

CM HEAVY MACHINERY, LLC

P.O. BOX 309
111097 HWY 27
OKEMAH, OK 74859
(918) 623-9330

Credit Application and Agreement

Date _____

A. APPLICANT

Legal Business Name: _____ Country: _____

Street Address: _____ City: _____ State: _____ County: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ County: _____ Zip: _____

Ship to Address: _____ County: _____

Contact: _____ Title: _____ Phone: _____ Ext: _____

Mobile Phone: _____ Pager #: _____ Alternate Phone: _____ Fax: _____

E-Mail: _____ Web Site: _____ Your contact/salesman at CMHM: _____

Type of Business _____ How Long in Business _____ Estimated Annual Sales: _____

B. BUSINESS INFORMATION

Sole Proprietorship Partnership Corporation/LLC State of Incorporation: _____ **Purchase Order Required** No Yes

Principal/Title _____ SS# _____

Principal/Title _____ SS# _____

Federal Tax No. (if applicable) _____ Sales Tax Exemption Certificate No Yes (if yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank _____ Branch _____ Phone _____

Address _____ City _____ State _____ Zip _____

Contact _____ Acct. No. _____ Type of Acct. _____

D. TRADE REFERENCES (Please fill out 3 references)

Name Contact Address Phone#

1. _____

2. _____

3. _____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **CM Heavy Machinery, LLC** or its assignee/designee to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

Please sign and date the following page and return via fax to (918) 623-9301 Remit payments to: -CM Heavy Machinery, LLC PO Box 309 Okemah, OK 74859

(918) 623-9330

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FAX (918) 623-9301

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CREDIT TERMS: All invoices are due on or before the tenth day of the of the month following month of invoice. All balances carried beyond the due date will be delinquent, and at the end of the calendar month due will be assessed a service charge at the rate of 1-1/2 % per month (18% annual rate).

CHANGE OF OWNERSHIP: I/We understand that we must notify **CM Heavy Machinery, LLC.** in writing of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit if filed.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY/WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS:			
Firm Name _____			
By: _____	Title _____		
By: _____	Title _____		

CONSENT TO OBTAIN CONSUMER CREDIT INFORMATION

The undersigned individual ,who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a credit reporting agency on the undersigned and /or their business by the above named business credit grantor or an assignee/designee from time to time as may be needed, in the credit evaluation process.

_____	_____	_____	_____
Signature	Print Name	Date	SSN#

The undersigned grants express permission to CM Heavy Machinery, LLC. or an assignee/designee to transmit to the following and other facsimile machines of the undersigned any information relating to products or services purchased by the undersigned with credit established with CM Heavy Machinery, LLC. or its assignee/designee. The undersigned will also advise in writing of any number changes in or additions or deletions to its facsimile machine.			
_____	_____	_____	_____
Signature	Print Name	Date	Fax Number(s)

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PERSONAL GUARANTY

For the extension of credit by CM Heavy Machinery, LLC. ("CMHM"), the undersigned ("Guarantor"), individually, jointly and severally, absolutely and unconditionally guarantee payment of all debts and sums, present and future, due CMHM under the Credit Application and Agreement, including, without limitation, all rental charges, interest, late charges, costs and attorneys' fees, and the performance of every obligation, present and future, pursuant thereto. This Personal Guaranty is continuing. Guarantor waives set off and all defenses and waives acceptance, creation of debt, presentment, protest, demand for payment and diligence, and waives all notices permitted by law, including, without limitation, notice of acceptance, creation of debt, presentment, protest, of dishonor, default, demand for payment, non-payment and diligence, and waives subrogation and any requirement that CMHM first institute suit or exhaust any rights or other legal remedies before proceeding against Guarantor, including that CMHM first proceed against the Applicant or against any other party or first to realize on any security before enforcing this Personal Guaranty. Guarantor consents to any renewals, extensions and modifications of any payment terms, surrender, release, exchange, substitution, dealing with or taking of additional security or any other guaranties, abstaining from taking advantage of or realizing upon any security or other guaranties and any and all other forbearances or indulgences by CMHM to Applicant, Guarantor or any other party without notice to Guarantor and without affecting Guarantor's liability. Guarantor shall indemnify and pay CMHM for any loss incurred by CMHM as the result of the failure of Applicant or Guarantor to perform and for any and all costs, expenses and reasonable attorneys' fees incurred by CMHM in enforcing or attempting to enforce the Credit Application and Agreement or this Personal Guaranty.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above-named business credit grantor, from time to time as may be needed, in the credit evaluation process.

_____ Signature	_____ Print Name	_____ Date	_____ SSN#
_____ Signature	_____ Print Name	_____ Date	_____ SSN#
_____ Signature	_____ Print Name	_____ Date	_____ SSN#