

Credit Application

Salesman _____

Date _____

Existing Customer _____

Business Name _____ DBA (if applicable) _____

Physical Address _____ County _____

Billing Address _____ County _____

Business # _____ Cell # _____ Fax # _____

Contact Name _____ Title _____ E-Mail _____

Description of Business _____ Business Start Date _____ # of Employees _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C. Other _____

Has the business or any principal ever declared bankruptcy? Yes No If Yes, date files _____

Are there any outstanding liens or judgments? Yes No Do you require a Purchase Order? Yes No

Federal Tax ID Number _____ Sales Tax Exempt? Yes No If yes, please attach a copy of exemption certificate

Principals/Owners with Addresses

 1. _____
 Name Address Phone Number Social Security Number

Net Worth _____ Annual Income _____ Housing Payment _____

 2. _____
 Name Address Phone Number Social Security Number

Net Worth _____ Annual Income _____ Housing Payment _____

FINANCIAL INFORMATION: Additional financial information may be requested and is required for exposure over \$250,000

BANK/FINANCE REFERENCE Name Account # Contact & Phone # Checking Balance Savings Balance Loan Balance

(1) \$ \$ \$

(2) \$ \$ \$

TRADE REFERENCE Name Address (include city, state & zip) Telephone # E-Mail and/or Fax #

(1)

(2)

(3)

Credit Agreement (Please read before signing)

In consideration of H.O.Penn Machinery Company, Inc., & H.O. Penn Leasing, LLC, accepting this application, applicant may obtain merchandise and/or services subject to the following terms and conditions:

- Parts & Service:** Full payment is due and payable 30 days from invoice date.
- Equipment & Generator Rentals:** Full payment is due on or before the beginning of each rental period but not to exceed 30 days.
- Equipment Sales:** Payment in full is due on or before delivery unless otherwise stated in the contract and/or purchase order.
- Generator Sales:** Payment is due within 30 days of invoice date. Start-up is subject to previous payments of 95% of the project. Retainage may not exceed 5%.
- A service charge of 2% per month will be charged on all balances not paid when due.
- I authorize all references listed on this application to release confidential information to H.O.Penn Machinery Co., Inc., & H.O. Penn Leasing, LLC.
- If the account is placed in the hands of an attorney for collection, I agree to pay all costs of collection including a reasonable attorney fee and I agree that any suit shall be brought in either the Supreme Court or the United States District Court located in a County or District allowed by law and where H.O. Penn transacts business.
- My charge account privileges may be cancelled at any time without notice.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

NOTICE: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to H.O. Penn Machinery Company, Inc., or H.O. Penn Leasing, LLC, or any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. Faxes shall be treated as original documentation.

Applicant _____ Date _____ Signature _____

I/We jointly and severally agree to Personally Guarantee payment to H.O.Penn Machinery Company, Inc., & H.O. Penn Leasing, LLC, for any and all indebtedness hereafter incurred by or for the corporation for which this application is made, including but not limited to, all sums advanced, late charges, collection costs and attorney fees. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, 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. This continuing guarantee covers all future debts including subsequent credit applications and may only be cancelled in writing with written acknowledgment by H.O. Penn Machinery Company, Inc., or H.O. Penn Leasing, LLC.

Signature _____ Signature _____

Home Address _____ Home Address _____

Telephone _____ SS# _____ Telephone _____ SS# _____

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: H.O. Penn Machinery Company, Inc. at 122 Noxon Road, Poughkeepsie, NY 12603, Attn: Credit Department within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.