



3432 N. 5th St., No. Las Vegas, NV 89032

Tel: 702 / 871-7474; Fax 702/871.4821

CREDIT APPLICATION

Date: _____

Name of Business: _____ DBA: _____

Address: _____ City: _____ State _____ Zip: _____

Rent or Own this Property: _____ E.I. # _____ A/P Contact _____

Billing Address (if different from above) _____

Years in Business _____ Phone # _____ Cellular _____ Fax: _____

Credit Requirements: Estimated monthly purchase: Parts \$ _____ Service \$ _____ Rentals \$ _____

Ownership Information;

Corporation: _____ State Incorporated in: _____ Partnership _____ Sole Proprietorship: _____

President/Owner _____ Home Phone _____ (PRINT NAME)

Home Address _____ City _____ State _____ Zip _____

Treasurer / Partner or other officer _____ Home Phone _____ (PRINT NAME)

Home Address _____ City _____ State _____ Zip _____

Additional Owners or Officers _____ Home Phone _____ (PRINT NAME)

Home Address _____ City _____ State _____

Bank References

Bank _____ Branch Address _____

Business Acct. # _____ Personal Acct. # _____

Additional Financial References: _____ (names, address, phone #, Acct. #, etc.)

Contractors Information: Contractor's License #: _____ Issued by (State) _____

Are you bonded? Yes ___ No ___ If yes; Insurance Co. _____ Bond # _____

Any outstanding complaints with the Contractors Board? Yes ___ No ___

Have you ever declared bankruptcy in any state? No ___ Yes ___ State _____ Year _____

Please list &/or describe (address, serial #'s etc.) any owned real estate, equipment etc.? _____

Purchase order numbers required? Yes _____ No _____

If purchases are for resale, attach a resale card to this application. Resale tax # _____

Trade References / Vendors (additional references may be placed on another sheet)

Name _____ Phone _____ Fax _____

Name _____ Phone _____ Fax _____

Name _____ Phone _____ Fax _____

Name _____ Phone _____ Fax _____

Personal Guarantee

This application is made to induce APCO Equipment to extend credit to the within named business. APCO Equipment., until further notice, in writing, is authorized to extend credit to said business and I, on behalf of myself, personally, individually, and on behalf of the said business, jointly and severally, guarantee payment for all goods sold and delivered and services rendered to said business after the date of the application and until this guarantee is revoked in writing. Guarantor hereby and forever waives and relinquishes any claim or right to payment guarantor may now have or hereafter have or acquire against borrower/debtor by subrogation or otherwise so that at no time shall guarantor be or become a creditor of borrower/debtor within the meaning of 11 U.S.C. SS 547(b) or any successor provision.

Signature: (personally & individually)

Date: _____

Print Name _____

Home Address _____

Social Security # _____

(CITY, STATE, ZIP)

TERMS & CONDITIONS

Prices set forth herein are subject to change on subsequent orders, without notice to buyer.

Invoices are payable in full on the terms set forth herein. **All invoices are net 30.**

Rentals are invoiced in advance of use.

Invoices will be delinquent if not paid when due. On all delinquent invoices, a finance charge, the maximum allowable by Law, will accrue from the delinquent date.

In the event of any default in payment of the amount due, Buyer will also pay such additional sums as Seller may incur for reasonable attorney's fees and collection costs, whether or not litigation is instigated.

Pursuant to the Uniform Commercial Code in force in Nevada, Seller hereby retains a security interest in the described equipment until payment in full is received.

To secure payment of this invoice, Seller reserves the right to:

- a) Send a Nevada Preliminary Notice to the Owner of the improvement;
- b) Record a Mechanics Lien against the improved property;
- c) Pursue a Mechanics Lien foreclosure action against improved property. The foregoing is not a waiver of Sellers' right to pursue any other remedy at law against Buyer, Owner, or any other party.

DISPUTES: All goods, parts, services, rentals and service labor are hereby deemed accepted by the applicant, and if a dispute occurs it shall be brought to APCO Equipment's attention within 15 days of being invoiced.

Seller will not be responsible for damage to delivery site of Buyer or others arising out of delivery requested by Buyer or others.

In the event of dispute, the Seller and the Buyer hereby agree to submit this matter to mandatory binding arbitration to the American Arbitration Association with the selection of a single arbitrator, the arbitration to be governed by the American Arbitration Association Rules.

In the event that Buyer's check is returned for insufficient funds, Buyer shall pay Seller **\$25.00** for each returned check in addition to replacing the original check.

Seller reserves the right to revoke credit at any time and at its sole discretion.

Buyer hereby authorizes and accepts responsibility for orders placed by persons purporting to act on behalf of Buyer and hereby agrees to be responsible for all charges made by Buyer or Buyer's agent unless written notice has been given and received that any person is not authorized to charge on said account.

The undersigned being a principle or corporate officer of the above named company or corporation verify that the information given is freely offered for the purpose of obtaining credit with APCO Equipment.

Full permission is given to investigate the validity of the information through furnished references and available credit and/or financial reporting agencies. APCO Equipment reserves the right to furnish this application to potential lenders.

Buyer Agrees to be bound by the Terms and Conditions stated on APCO Equipment invoices.

Buyer hereby expressly submits to the jurisdiction of the courts of Clark County, State of Nevada. Should any action be necessary for the enforcement of any of the above "Terms & Conditions" or to determine the respective rights of any party; all such matters shall be determined in strict accordance with the laws of the State of Nevada. Buyer agrees to be bound by the Terms & Conditions on APCO Equipment invoices.

I HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY THE ABOVE STATED TERMS AND CONDITIONS.

Signature

Print Name

Title