



# CREDIT APPLICATION

**Fax to: Credit Dept. 480-633-4657**

**Applicant Information:**

General Information:  Credit Account    Equipment Financing   Existing Client: Yes No   Empire Contact \_\_\_\_\_

Applicant Business Name \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Business Start Date \_\_\_\_\_ Time as Current Owner \_\_\_\_\_ State of Inc. \_\_\_\_\_ Contractor License # & State \_\_\_\_\_

Business Description \_\_\_\_\_ Fed ID # or SS # \_\_\_\_\_ Number of employees \_\_\_\_\_

Business Type:  Corporation    LLC    Partnership    Sole Proprietorship    Other \_\_\_\_\_ Tax Exempt: Yes No (if Yes, attach certificate)

Business or Principal ever declared bankruptcy? Yes No   Date Filed \_\_\_\_\_ Outstanding Liens or Judgments? Yes No

Minimum Credit Request \$ \_\_\_\_\_ Insurance Company \_\_\_\_\_ Contact \_\_\_\_\_ Ph# \_\_\_\_\_

Purchase Order System: Yes No   Bonding Company \_\_\_\_\_ Contact \_\_\_\_\_ Ph# \_\_\_\_\_

**References:**

Bank \_\_\_\_\_ Acct# \_\_\_\_\_ Contact \_\_\_\_\_ Ph# \_\_\_\_\_

Checking \$ \_\_\_\_\_ Savings \$ \_\_\_\_\_ Loans \$ \_\_\_\_\_

Trade Reference \_\_\_\_\_ Acct# \_\_\_\_\_ Contact \_\_\_\_\_ Ph# \_\_\_\_\_

Trade Reference \_\_\_\_\_ Acct# \_\_\_\_\_ Contact \_\_\_\_\_ Ph# \_\_\_\_\_

**Owner, Principal, Guarantor Information:**

**Proof of Identity Will Be Required**

Name \_\_\_\_\_ Title \_\_\_\_\_ Birthdate \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ Home Ph# \_\_\_\_\_ %Ownership \_\_\_\_\_

Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Birthdate \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ Home Ph# \_\_\_\_\_ %Ownership \_\_\_\_\_

Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

**Signatures of Owners, Principals, Partners, Members or Authorized Officers:**

Applicant and each person signing below: (a) warrant that all information provided on this Credit Application is true and correct; (b) warrant that such person(s) has/have all legal authority necessary to sign this Credit Application on behalf of Applicant; (c) acknowledge that this Credit Application is for business clients only, and any credit provided pursuant hereto is not to be used for personal, household or family purposes; and (d) authorize banks, other financial institutions, credit bureaus, and other creditors to release to Empire Southwest, LLC, its subsidiaries and affiliates (collectively, "Empire"), and their respective employees and agents, any credit/financial information concerning Applicant and/or each person signing below (including personal credit information). Applicant shall be bound by all terms and conditions of this Credit Application and the Credit Account Terms and Conditions on Page 2. **Applicant and each person signing below acknowledge that he/she has read and fully understands the terms of this Credit Application and the Credit Account Terms and Conditions on Page 2.**

**Read the Second Page Before Signing**

Required Signatures:   Corporation – Officer   Partnership – Partners and Spouses   Sole Proprietorship – Proprietor and Spouse   LLC – Manager or Member(s)

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Signatures of Guarantors:**

The undersigned Guarantor(s) jointly, severally, irrevocably, and unconditionally agree to: (1) all terms and conditions of this Credit Application and the Credit Account Terms and Conditions on Page 2; and (2) guarantee the payment of any and all indebtedness, including advances, debts, obligations, and liabilities now existing or hereafter made or incurred by Applicant, together with any attorneys' fees, costs and expenses incurred by Empire in the enforcement of this Credit Application (including, but not limited to this Guaranty and/or the Credit Account Terms and Conditions), whether or not suit is commenced. The undersigned Guarantor(s) expressly authorize(s) Empire to renew, compromise, extend, accelerate, or otherwise modify the terms of the credit agreement with Applicant or any underlying agreement with Applicant, without notice or demand to the undersigned and without affecting the undersigned's liability hereunder. Both husband and wife must sign the Guaranty. If only one person signs the Guaranty, the person signing represents to Empire that he/she is not married and expressly acknowledges that Empire is relying on that representation to its detriment and that any misrepresentation as to marital status was made in furtherance of the marital community. **Applicant and each person signing below acknowledge that he/she has read and fully understands the terms of this Credit Application and the Credit Account Terms and Conditions on Page 2.**

**Read the Second Page Before Signing**

Guarantor's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

Spouse's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

Residence Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

Spouse's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

Residence Address \_\_\_\_\_ Home Phone \_\_\_\_\_

## CREDIT ACCOUNT TERMS AND CONDITIONS

In the event Empire approves Applicant's Credit Application and agrees to open a credit account in Applicant's name, Applicant, its guarantors, agents and sureties (collectively, "Client") agree to be bound by all of the terms and conditions set forth on the Credit Application and by all of the terms and conditions included in these Credit Account Terms and Conditions (collectively, the "Account Agreement").

1. **Credit Account:** Unless a credit account has been approved, all goods and services must be paid for at the time of delivery or, in the case of lease, in advance. Empire's Credit Department reserves the right to approve or disapprove credit as and whenever it deems appropriate, but at all times in accordance with applicable laws. The amount of credit extended to Client will be determined by Empire and may vary from time to time. Client waives notice of any change in Client's credit limit. When Client's credit limit is reached, no additional charges may be made to the credit account without written approval of a Credit Department Account Manager. The purchase of goods (such as parts and equipment) and services (such as repairs, hauling and freight charges), the leasing of equipment, and other amounts owing to Empire may be charged to an approved open account with available credit. The terms and conditions of Client's account, including late charges, may be changed by Empire at any time, without written notice to Client.

2. **Payment:** Client agrees to pay for goods, services, leased equipment and other items charged to its credit account upon receipt of invoice. **Payment is late if not received by Empire within 10 days of the invoice date for machine sales or within 30 days of the invoice date for all other charges.** If no invoice is issued or received, Client agrees to pay upon the earlier of receipt of the monthly statement or within 30 days of delivery of goods, rendering of services or commencement of lease. Charges for goods, services, lease payments or any other item which is Client's obligation will be automatically billed to Client's credit account, unless payment has been received by Empire at the time of delivery. All amounts charged to the credit account are Client's responsibility.

3. **Default:** Payment shall be made when due. Failure to make a timely payment shall result in a default under the Account Agreement and under any underlying agreement with Empire. A late charge of 1.5% per month of the outstanding balance due will be assessed on the past due balance until it is paid in full. In the event of such a default, Client agrees to pay Empire for all attorneys' fees, costs and other collection expenses incurred by Empire in the enforcement of the Account Agreement, whether or not suit is commenced. The Account Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. Client and Empire agree that exclusive jurisdiction and venue for any proceeding at law or in equity will be in the state or federal courts located in Maricopa County, Arizona. **CLIENT EXPRESSLY WAIVES SOVEREIGN IMMUNITY WITH RESPECT TO ANY DEFAULT HEREUNDER AND UNDER ANY OTHER AGREEMENTS WITH EMPIRE.**

4. **Governing Document(s):** The Account Agreement governs the credit relationship between Empire and Client. Client agrees to be bound exclusively by the Account Agreement and all of the terms and conditions of Empire's underlying sale, lease, service, invoice and other agreements, all of which are intended to be incorporated herein by this reference, including but not limited to Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms") which are available at [www.empire-cat.com/salesandserVICeterms](http://www.empire-cat.com/salesandserVICeterms), and Empire's Rental Terms and Conditions (the "Rental Terms") which are available at [www.empire-cat.com/rentalterms](http://www.empire-cat.com/rentalterms) or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms from time to time. The Sales and Service Terms and the Rental Terms are collectively referred to herein as the "Terms." A hard copy of the Terms is available upon written request to [terms.conditions@empire-cat.com](mailto:terms.conditions@empire-cat.com). Client's issuance of a purchase order, acceptance of goods or services, or rental of equipment from Empire constitutes acceptance of the Account Agreement, the Terms and Empire's other underlying agreements exactly as written. Notwithstanding anything to the contrary in the purchase order or other document(s) issued by Client, Empire rejects additional or different terms proposed by Client or any attempt by Client to vary the Account Agreement, the Terms or the terms of any of Empire's other underlying agreements. Any additions or modifications to the Account Agreement or the Terms shall not be binding on Empire unless they are set forth in a written document executed by a vice president of Empire. Client acknowledges and agrees that placement of a purchase order creates no burden on the part of Empire to verify its accuracy or validity.

5. **Non-Waiver:** Nothing contained herein shall be construed as a waiver by Empire of any lien or UCC rights or any rights which it may now have or hereafter acquire by law, nor shall anything stated herein be construed as an obligation to extend credit to Client under any circumstances. No waiver or modification hereof shall be valid unless expressed in writing and executed by Client and a vice president of Empire.

6. **Security Interest:** Client grants Empire a purchase money or other security interest and lien in all goods, repair parts and accessories acquired from, or financed by, Empire ("Goods"), including accessions and all cash and non-cash proceeds and accounts receivable arising from their sale or other disposition (all of which, including Goods, being "Collateral"), to secure payment of all amounts financed by Empire to acquire Goods and all other obligations of Client, whether absolute or contingent, and whether now existing or hereafter arising. Client agrees that Empire may, with or without prior notice or demand, charge any amounts Client owes to Empire against any credit balance or other money now or hereafter owed by Empire to Client.

7. **Assignment:** No right or interest in the Account Agreement shall be assigned by Client without the prior written consent of a vice president of Empire, and no delegation of any obligation owed or of the performance of any obligation by Client shall be made without the prior written consent of a vice president of Empire. Any such attempted assignment or delegation by Client shall be void.

8. **Damages:** In no event shall Client, or any person claiming by, through or under Client, have the right to seek or recover from Empire any consequential, special, incidental, indirect, punitive or exemplary damages, whether based in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity, regardless of whether or not Empire was advised of the possibility of such damage.

9. **Miscellaneous:** Any and all contracts, certificates, invoices and other writings signed on behalf of Client by any employee of Client shall be deemed to have been executed on behalf of Client with full authority. Client shall furnish to Empire, from time to time, promptly upon request: (a) complete financial statements, in such form and detail as Empire may request; and (b) such other information and documents that Empire may reasonably request. If Client becomes insolvent or if Client breaches any term or condition herein, or in any invoice or other writing between Empire and Client, or if for any reason Empire deems itself insecure, Empire may terminate the Account Agreement and close the credit account immediately. This document may be signed in counterpart. Facsimile and photocopy signatures are binding upon Client.

**NOTICE:** If your credit application is denied, you have the right to a written statement of the specific reasons for the denial. To obtain this statement, contact Empire's Credit Department at 480-633-4523 within 60 days from the date you are notified of the decision. Empire 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 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 these creditors is the FTC Regional Office for the region in which Empire operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.