

## **CREDIT APPLICATION**

Submit via Fax to (740) 422-1733 or E-mail to <u>finance@companywrench.com</u>

Sales Rep:

Company Name:					("Applicant")	
Type of Business (	check one): [ ]	Corporation [ ]LLC [ ]Pa	rtnership [ ] Sole Proprietorsh	ip [ ] Other:		
State of Incorporation: Years in Busines		Years in Business:	Tax I.D. #	D&B No.:	3 No.:	
Business Address: (No P.O. Box)	Street		City	State	Zip	
Billing Address:					•	
(if different than above)	Street		City	State	Zip	
Telephone No.:		Fax		PO Require	ed?Yes[]No[]	
A/P Contact:		A/P	'E-mail:	Tax Exemp (If YES, You M	t? Yes [ ] No [ ] UST Attach Certificate)	

BANK REFERENCES							
Name	Account No.	Telephone No.	Contact				
TRADE REFERENCES							
Name	Account No.	Telephone No.	Contact				

Applicant authorizes Company Wrench and/or any assigned leasing or finance company to carry on a complete credit investigation of applicant and the principals, as they may deem necessary to process this application, including personal credit information to contact the above references for the purpose of obtaining credit information. By signing below, Applicant also agrees to the following Terms:

**TERMS:** Accounts due Net 30 days. A finance charge of 2% per month will be added to past due balances. In addition to applicable interest and penalties, Applicant agrees to pay any and all collection costs, including reasonable attorney fees and expenses. Applicant agrees to reimburse Company Wrench for in-house attorney fees at the prevailing market rate. This Application shall be governed by the laws of the State of Ohio. Applicant agrees and consents to the exclusive jurisdiction of the courts of the State of Ohio in Fairfield County and the U.S. District Court for the Southern District of Ohio and waives any contention that any such court is an improper venue for enforcement of this Application.

Printed Name:

Signature:

Title:

Date:

## PERSONAL GUARANTY AGREEMENT

In exchange for Company Wrench, Ltd. ("Company") extending credit to the above-referenced Applicant, I, the undersigned personally guarantee the full and prompt payment of Applicant's obligations arising under any agreement to rent, repair, lease and/or purchase equipment or parts from Company. I agree Company may look to me for payment without prior demand or notice and without first having attempted to collect from Applicant. I agree my liability shall not be affected by any extensions, modifications, or indulgences granted to Applicant, or by releasing or surrendering any security given by the Applicant. I agree to reimburse Company for any and all losses, costs and expenses, including attorney fees, it may incur by reason of enforcing its rights under the terms of this Personal Guaranty. I agree an itemized statement of Company's damages sworn to by an officer or authorized representative of Company shall be prima facie evidence of the fact and extent of my liability. I agree the Fairfield County, Ohio Court of Common Pleas is the only proper venue to resolve any dispute arising under this Personal Guaranty. I acknowledge Company is relying upon the representations in this Personal Guaranty as part of its decision to extend credit and/or enter into an agreement with Applicant. Although Company may require this Personal Guaranty due to my relationship to, or position within, the Applicant, I understand I am signing this Personal Guaranty in my personal capacity, only. I understand this Personal Guaranty shall be unlimited as to amount or duration and may only be terminated by sending a written request via Certified U.S. Mail, return receipt requested, to 4805 Scooby Ln., Carroll, OH 43112, with said termination effective (30) days from the date of receipt ("Termination Date"). No termination shall modify, relieve, or discharge my obligations for any transaction occurring prior to the Termination Date. I agree the use of titles shall have no legal significance and missing/incomplete information shall not relieve me of my obligations under this Personal Guaranty. I hereby agree to the terms of this Personal Guaranty and authorize Company to secure my consumer credit report from time to time in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom.

Printed Name of Personal Guarantor	Personal Guarantor Home Address		
Personal Guarantor E-mail	Personal Guarantor Telephone	Personal Guarantor's S.S.N.	
Personal Guarantor Signature	Date	Personal Guarantor D.O.B.	