

**O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY CO., INC.**

Phone: 773-252-6600 Fax: 773-252-6650 E-mail: customerservice@olearysinc.net

**APPLICATION FOR CREDIT AND AGREEMENT AS TO CREDIT TERMS**

**CONFIDENTIAL CREDIT INFORMATION**

*This Agreement Must Be Completed in Full and Signed*

Today's Date: \_\_\_\_\_

**Business Information:**

Full Legal Business Name or Individual Name			Date Business Started	
Address (If P.O. Box, include Street Address)			No. of Years at this Address	
City	State	Zip	County	
Business Telephone	Business Cell	Business Fax	FEIN/Social Security No.	
Business Website Address		Business E-mail Address		
State Type and Nature of Business				

**Ownership:**

Corporation    Partnership    Individual    LLC   Incorporated under the State Laws of \_\_\_\_\_

(1) _____ Name(s) of Principal(s)/Owner(s)	_____ Title	_____ Cell No.	_____ E-mail Address	_____ % Owner
Residence Address _____ (2) _____ Name(s) of Principal(s)/Owner(s)	_____ City	_____ State	_____ Zip	_____ Residence Phone
_____	_____ Title	_____ Cell No.	_____ E-mail Address	_____ % Owner
Residence Address _____	_____ City	_____ State	_____ Zip	_____ Residence Phone

**Insurance**

Name of Agency	Contact Name	Phone	Fax
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**Finance**

Name of Bank	Officer Handling Acct.	Phone	Acct. #
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**Open Account Trade References**

(1) _____ Name of Business	_____ Address	_____ City	_____ State	_____ Zip
_____ Phone	_____ Fax	_____ \$	_____ Avg. of Monthly Purchases	_____ Mo. /Yr. of Last Purchase
(2) _____ Name of Business	_____ Address	_____ City	_____ State	_____ Zip
_____ Phone	_____ Fax	_____ \$	_____ Avg. of Monthly Purchases	_____ Mo. /Yr. of Last Purchase
(3) _____ Name of Business	_____ Address	_____ City	_____ State	_____ Zip
_____ Phone	_____ Fax	_____ \$	_____ Avg. of Monthly Purchase	_____ Mo./Yr. of Last Purchase

**Accounting Information**

Key Financial Decision Maker	_____ Name	_____ Title	_____ Phone
Contact for Invoices(s)/Payments	_____ Name	_____ Title	_____ Phone

Will a Purchase Order be used?    Yes    No   Tax Exempt/Resale Number if Used \_\_\_\_\_

**CREDIT TERMS**

1. The customer requests that O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY CO., (hereinafter referred to as "O'LEARY'S"), sell and rent goods on account in consideration of which the Customer and O'LEARY'S agree as follows:
2. The Customer shall pay the full amount of any invoice within thirty (30) days on the invoice date. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1 ½% per month of the customer's outstanding past due balance after deducting current payments and credits. Such service charges shall become part of the customer's outstanding balance. If the customer is a consumer, the interest rate is automatically reduced to the highest rate allowed by applicable law but not more than the rate specified above. The customer hereby assigns and pledges as collateral for the above indebtedness all of its account receivables existing now or hereinafter created and all of its office furniture, equipment and inventory which it now owns or hereinafter acquires and will execute herewith U.C.C. Financing Statements for the foregoing.
3. The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased from O'LEARY'S and expressly disclaims any reliance upon any statements or representations made or to be made by O'LEARY'S regarding the sale or rental of any material or equipment. The customer also waives any liability upon O'LEARY'S for any direct, special, or consequential damages that customer may suffer. In the event of damage to any equipment the customer rents from O'LEARY'S, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of O'LEARY'S. In the event any rental equipment is damaged beyond repair, or is lost or stolen, the customer shall be responsible for the regular market value of the property as determined by similar sales of similar equipment by O'LEARY'S plus the rent due until the date O'LEARY'S receives written notice from the Customer of said loss. In the event the customer rents any equipment, the customer will be responsible for any delivery and pick up charges and shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to O'LEARY'S.
4. If the customer fails to pay pursuant to the terms of this Agreement and O'LEARY'S elects to take legal action to collect this Account, the customer shall pay all costs incurred by O'LEARY'S including, but not limited to Attorney's fees and bond costs. This transaction shall be governed by the law of the State of Illinois, and jurisdiction and venue for the hearing for any matter in dispute shall be with the DuPage Circuit Court of Illinois.
5. The customer authorizes any of its employees it sends to O'LEARY'S to pick up equipment, or deliver equipment for repair to sign a rental or repair agreement for such equipment and agrees to be bound by all the terms of said agreement. The customer is responsible to pay all taxes incurred in connection with the sale or rental of any equipment or merchandise.
6. If the customer is not a corporation, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account, even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail-Return Receipt Requested to O'LEARY'S. Personal liability shall continue for the account balance incurred before said notice is received.
7. Customer agrees to inspect all material immediately upon delivery to verify: (a.) the quantities described in the accompanying delivery ticket are the quantities delivered and (b.) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives O'LEARY'S written notice by a Certified Mail, Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against O'LEARY'S for any determinable deficiency or defect in said equipment or product and any objection he may have to the amount of the invoice. All sales are final.
8. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or are a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature	Print Name	Date
<b>PERSONAL GUARANTEE</b>		

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon "O'LEARY'S", BY Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases.

	NAME	HOME ADDRESS
PRINCIPALS	(X) _____	_____
SIGNATURES	(X) _____	_____
	(X) _____	_____