



**CREDIT APPLICATION**

FAX COMPLETED FORM TO: (559) 441-0454

Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Credit Amount \_\_\_\_\_  
 Account No. \_\_\_\_\_

**APPLICANT'S INFORMATION**

**BUSINESS**

CORPORATION    DATE FORMED \_\_\_\_\_    STATE FORMED \_\_\_\_\_     PARTNERSHIP     INDIVIDUAL

COMPANY NAME \_\_\_\_\_    FEDERAL TAX I.D.# \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_    CITY \_\_\_\_\_    STATE \_\_\_\_\_

ZIP \_\_\_\_\_    COUNTY \_\_\_\_\_    YEARS IN BUSINESS \_\_\_\_\_

MAILING ADDRESS (if different from above) \_\_\_\_\_

BUSINESS PHONE NO. \_\_\_\_\_    BUSINESS FAX NO. \_\_\_\_\_

We are engaged in the business of \_\_\_\_\_

Contractor's License Classification \_\_\_\_\_    Contractor's License No. \_\_\_\_\_

Have you ever filed bankruptcy?     Yes     No    If yes, when? \_\_\_\_\_    Chapter # \_\_\_\_\_

**INDIVIDUAL**

NAME \_\_\_\_\_    M. I. \_\_\_\_\_    LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_    CITY \_\_\_\_\_    STATE \_\_\_\_\_

ZIP \_\_\_\_\_    COUNTY \_\_\_\_\_    DRIVERS LIC. NO. \_\_\_\_\_    EXP. DATE \_\_\_\_\_

HOME PHONE NO. \_\_\_\_\_    CELL PHONE NO. \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_    AGE \_\_\_\_\_    YRS @ RESIDENCE \_\_\_\_\_

PRIOR ADDRESS: \_\_\_\_\_  
(IF LESS THAN 3-YEARS, PROVIDE PRIOR ADDRESS ON THE ABOVE LINE)

**REFERENCES**

BANK \_\_\_\_\_    LOCATION \_\_\_\_\_    PHONE NO. \_\_\_\_\_

CONTACT \_\_\_\_\_    TYPE OF ACCT. \_\_\_\_\_    ACCOUNT NO. \_\_\_\_\_

CREDIT REFERENCES (List principal suppliers)

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
PHONE _____	PHONE _____
NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
PHONE _____	PHONE _____

MANAGEMENT REFERENCES (All owners, officers, and/or partners authorized to act for applicant)

NAME _____	ADDRESS _____
CITY _____    STATE _____    ZIP _____	S/S # _____
NAME _____	ADDRESS _____
CITY _____    STATE _____    ZIP _____	S/S # _____

Is a Purchase Order required?     Yes     No    Do you have a Resale Number?     Yes     No    If yes, provide copy.

The undersigned certifies that the foregoing information is true, accurate and voluntarily given. I authorize Sequoia Equipment Company, Inc., and other financial institutions to investigate the credit and financial responsibility of the undersigned through any credit bureau or by any other reasonable means including direct contact with past and present creditors. I further authorize banks and other financial institutions to give information to Sequoia Equipment Company, Inc., about my savings and checking accounts and loans. If credit is extended as a result of this application, the undersigned agrees to make payment promptly in accordance with policies set forth by Sequoia Equipment Company, Inc..

Applicant's Signature    **X** \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT OPENING NEW ACCOUNT

The undersigned applicant applies to Sequoia Equipment Co., Inc. for permission to charge purchases from Sequoia Equipment Co., Inc. on an open account. If such charges are made the undersigned agrees to the following terms and conditions:

### I. PURCHASE

The applicant may make purchases from Sequoia Equipment Co., Inc. from time to time, each of which will be added to the applicant's account, but Sequoia Equipment Co., Inc. reserves the right to limit the amount or types of items that may be purchased under this agreement.

#### A. TERMS.

All accounts are due and payable in full within thirty (30) days from the date of purchase.

#### B. ACKNOWLEDGMENT.

Applicant acknowledges and agrees to the terms and conditions of this agreement.

### II. DISCLOSURES REQUIRED BY THE FEDERAL TRUTH IN LENDING ACT

#### A. FINANCE CHARGE.

1. No finance CHARGE will be imposed for purchases made during a statement period if the new balance is paid in full within thirty (30) days after the purchase date. A finance charge shall be imposed for purchases not so paid.

2. Rate of FINANCE CHARGE will be computed at the rate of ONE AND ONE HALF PERCENT (1½%) per month on the unpaid balance. The annual percentage rate is EIGHTEEN PERCENT (18%).

3. The FINANCE CHARGE will be computed on the unpaid balance outstanding on approximately the 25<sup>th</sup> day of the month after which the purchase(s) was made. Applicant may avoid all finance charges by paying the entire unpaid balance in full before the 25<sup>th</sup> day of the month after which the purchase was made, which is the date ending each billing cycle.

a) Payments and credits received by Sequoia Equipment Co., Inc. will be applied first to the unpaid finance charges included on the previous billing statement. The rest will be applied to the balance against which periodic charges may be imposed during the current or future billing cycle.

#### B. SECURITY INTEREST.

Sequoia Equipment Company, Inc. will retain a security interest in all goods purchased on the account under this agreement until the price for such items and any finance charges are fully paid.

#### C. ATTORNEY'S FEES.

If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and costs in addition to any other relief which may be granted.

#### D. CUSTOMER WARRANTS.

Applicant hereby agrees to the above-described terms and acknowledges receipt of a copy of the above disclosure statement (including a disclosure about my rights to dispute billing errors) which is incorporated in the above terms of this agreement. Applicant agrees to make payments

Date:

By:

Signature of Applicant/Officer

Title

## GUARANTY AGREEMENT

Guaranty given by \_\_\_\_\_ (Guarantor's Name), hereinafter called the Guarantor, to Sequoia Equipment Company, Inc. hereinafter called the Creditor, is provided to induce the Creditor to extend credit and establish an open book and/or rental account for the Applicant stated on the previous page, hereinafter called the Debtor.

Guarantor hereby guarantees the payment of any past, present or future purchases made on the open (parts/service) account and/or rental account by Debtor and/or authorized employees. This is a continuing guaranty and shall remain in force until revoked by the Guarantor giving notice in writing to the Creditor, but such revocation shall be effective only as to transactions entered into after the receipt of such notice by the Creditor.

Executed on \_\_\_\_\_, 201\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
City State

Guarantor:

Signature of Guarantor

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

- If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.
- Do not write on the bill. On a separate sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
  - Your name and account number
  - A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge, such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate
  - The dollar amount of the suspected error.
  - Any other information (such as your address) which you think will help Sequoia Equipment Company, Inc. identify you or the reason for your complaint or inquiry.
  - Send your billing error notice to our address shown on your bill or Sequoia Equipment Company, Inc., P.O. Box 2747, Fresno, CA 93745. Mail it as soon as you can, but in any case, early enough to reach Sequoia Equipment Company, Inc. within 60 days after the bill was mailed to you.
- Sequoia Equipment Co., Inc. must acknowledge all letters pointing out possible errors within 30 days of receipt, unless Sequoia Equipment Co., Inc. is able to correct your bill during the 30 days. Within 90 days after receiving your letter, Sequoia Equipment Co., Inc. must either correct the error or explain why they believe the bill was correct. Once Sequoia Equipment Co., Inc. has explained the bill, Sequoia Equipment Co., Inc. has no further obligation to you even though you still believe that there is an error, except as provided in Paragraph 5 below.
- After Sequoia Equipment Co., Inc. has been notified, neither Sequoia Equipment Co., Inc. nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute: but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until Sequoia Equipment Co., Inc. has answered your inquiry. **HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.**
- If it is determined that Sequoia Equipment Co., Inc. has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that Sequoia Equipment Co., Inc. has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct. Sequoia Equipment Co., Inc. must send you a written notification of what you owe, and if it is determined that Sequoia Equipment Co., Inc. did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
- If Sequoia Equipment Co., Inc.'s explanation does not satisfy you and you notify Sequoia Equipment Co., Inc. IN WRITING WITHIN 10 DAYS after you receive its explanation that you still refuse to pay the disputed amount, Sequoia Equipment Co., Inc. may report you to credit bureaus and other creditors, and may pursue regular collection procedures. But Sequoia Equipment Co., Inc. must also report that you think you do not own the money, and Sequoia Equipment Co., Inc. must let you know to whom such reports were made. Once the matter has been settled between you and Sequoia Equipment Co., Inc., Sequoia Equipment Co., Inc. must notify those to whom they reported you as delinquent of the subsequent resolution.
- If Sequoia Equipment Co., Inc. does not follow these rules, Sequoia Equipment Co., Inc. is not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.