



**FULCRUM LIFTING™ LLC. CREDIT APPLICATION**

**Bank Reference**

<u>Bank:</u>	<u>Branch:</u>	
<hr/>		
<u>Street:</u>	<u>Acct. #:</u>	
<hr/>		
<u>City:</u>	<u>State:</u>	<u>Zip:</u>
<hr/>		
<u>Contact:</u>	<u>Phone #:</u>	
<hr/>		
<b>AUTHORIZATION:</b>		
<p>I hereby authorize the above financial institution to release necessary information to Fulcrum Lifting™ LLC for the purpose of establishing credit with said company.</p>		
<hr/>		
Signature	Title	Date

**Trade References**

<u>Company Name:</u>	<u>Company Name:</u>
<u>Address:</u>	<u>Address:</u>
<u>Account #:</u>	<u>Account #:</u>
<u>Phone #:</u>	<u>Phone #:</u>
<u>Fax #:</u>	<u>Fax #:</u>

<u>Company Name:</u>	<u>Company Name:</u>
<u>Address:</u>	<u>Address:</u>
<u>Account #:</u>	<u>Account #:</u>
<u>Phone #:</u>	<u>Phone #:</u>
<u>Fax #:</u>	<u>Fax #:</u>

## AGREEMENT

The applicant certifies that the information contained herein is true and correct, and further authorizes Fulcrum Lifting™ LLC to investigate my credit record as submitted on this application. I further authorize the creditors listed on this application to release necessary information to Fulcrum Lifting™ LLC for the purpose of establishing credit for my company.

Applicant agrees that if credit is extended, all credit and sales made shall be subject to the following:

- 1.2 Applicant agrees to pay the full amount of the invoice(s) as specified on each invoice. Our standard terms are 1%/15 days, net/30 days.
- 2.2 In the event of default, customer agrees to pay all collection agency fees and/or attorney fees, in addition to late fees of 1.5% per month (18% per annum).
- 3.2 Seller reserves the right to change the terms of the account, to limit the amount of credit extended, or terminate the account in the event of default.
- 4.2 Seller reserves the right to charge a re-stocking fee on material returned for credit.

I certify that I am an officer of Applicant and that I agree to the above conditions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

### INDIVIDUAL PERSONAL GUARANTY

In consideration of the extension, or continuation, of credit by Fulcrum Lifting™ LLC (“**Creditor**”) to \_\_\_\_\_ (“**Debtor**”), the undersigned hereby unconditionally guarantee(s) the full and prompt payment, when due, and at all times thereafter, of any indebtedness owed to **Creditor** by **Debtor**, together with all costs of collection, including, but not limited to, reasonable attorney’s fees paid or incurred by **Creditor** in enforcing this **Guaranty**. The undersigned further agree(s) that (his, its, their) liability hereunder shall be primary and that **Creditor** may, at its option, proceed against the undersigned directly without any notice whatsoever and without first proceeding or having judgment against **Debtor**. This **Guaranty** shall be a continuing **Guaranty** and shall remain in full force and effect until the undersigned give(s) notice to the contrary by Certified or Registered Mail to **Creditor**, provided, however, that such notice shall be ineffective as to any indebtedness (billed or unbilled) existing at or prior to the time such notice is received by **Creditor**. The undersigned hereby waive(s) notice of acceptance by **Creditor** and any and all notices required by statute or otherwise, and hereby consent(s) to any extensions, modifications, renewals, settlements and/or other accommodations made in connection with any or all of the indebtedness covered hereunder.

Reference to the undersigned includes each and all of the undersigned and the liability for the indebtedness guaranteed hereby shall be joint and several if there is more than one (1) guarantor. This **Guaranty** shall be for the benefit of **Creditor**, its successors and assigns, and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives. This **Guaranty** shall be governed by the laws of the State of Indiana.

**SIGNED AND DELIVERED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date