**Application For Credit**

**The following information must be completed in full and will be held in strictest confidence.**

Applying for credit as: Individual Partnership Corporation

Trade or Corporate Name:

Previous Business Name or D/B/A:

Address: City, State, Zip

Residential address:

If less than 2 years, list previous address:

Telephone: Business Mobile

Fax Residence

Type of Business:

Federal Tax Id Number: or Social Security Number:

Liability Insurance Carrier: (attach copy)

Partnerships/Corporations: List all Partner(s), Officer(s) and Title(s)

Name Title

Name Title

Name Title

Number of Years in Business

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| **The Federal Equal Opportunity Act prohibits from discriminating against credit application on the basis of sex or marital status. The Federal agency which administers compliance with this law is the Federal Trade Commission.** |

**References**

**Company Bank References**

Name of Bank

Address

Contact Person: Title:

Phone:

Account Number(s)

Can you provide us with a financial statement? Yes No If no, why?

Do you have any judgments or repossessions pending against you now or recently? Yes No

**Trade References**

List comparable trade references that you currently have an open account basis:

Name of Company: Phone

Address: Open Balance:

Contact Person:

Name of Company: Phone

Address: Open Balance:

Contact Person:

Name of Company: Phone

Address: Open Balance:

Contact Person:

What is your expected monthly credit request with Testco $

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| **Permission is hereby given to Testco Labs LLC to request credit information from the above references or any other sources.** |

**Credit Terms**

**The company applying for credit (referred to as Applicant) agrees to the following credit terms:**

1. Terms of this account are net 30 days. The statement cut-off date each week is the last day of the week. Payment for all invoices processed through the end of each week will be due thirty (30) days post billing.
2. Applicant agrees to pay a Finance Charge of 1.5% **per month**, (18% per year) on any payments that are past due. Past due payments are those payments received by Testco after the due date.

**Finance charges are calculated as follows:**

Daily percentage rate = 18% divided by 365 days = .0005%

Open item amount = amount of unpaid invoice

Finance charge = number days late X daily percentage rate (.0005) X open item amount

1. Applicant agrees to mail all payments so that they are received by Testco by the due date to:

**Testco Labs LLC**

**7410 NW Gainesville RD**

**Ocala FL 34475**

1. Applicant agrees to notify Testco in writing using the above address, of any changes in ownership in the applicant’s company, the name and location of the party responsible for paying the balance on the account at the time of the change in ownership; or of any change in the address where monthly statements are to be mailed.
2. Applicant agrees that if it defaults on the payment of any outstanding invoices, that applicant will pay all reasonable attorney and/or collection fees incurred by Testco for the purpose of collecting payment from applicant.
3. Applicant certifies that there are no judgments or lawsuits pending against applicant as of the date of this agreement in amounts that could materially adversely affect applicant’s ability to meet its current obligations.
4. The applicant certifies that the financial condition of applicant’s company is satisfactory, and the applicant is able to meet all current financial obligations.
5. Applicant agrees that this agreement will be governed by the laws of the state of Ohio.
6. Applicant certifies that the invalidity or unenforceability of any provisions of this agreement shall not affect or impair any other provisions and that the provisions affect shall be reformed to meet the reasonable intent of the invalid provision if possible.
7. Testco reserves the right to establish a dollar credit limit under this agreement.
8. Testco reserves the right to make this account “COD” if applicant fails to make timely payments as outlined in the agreement.
9. Testco reserves the right to maintain, raise or lower credit limit on applicant’s account at any time at its Testco () discretion.
10. Testco reserves the right to terminate this credit agreement at any time. If terminated, Testco may demand immediate payment of balance in full.
11. If after a period of 6-12 months there has been no activity within the account, the account will be closed. To re-open the account, we will require a new credit application.

**Applicant authorizes Testco Labs LLC 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 mentioned references for the purpose of obtaining credit information. By signing below, Applicant agrees to the following Terms:**

**TERMS: 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’s obligation to pay attorney fees shall apply whether or not outside counsel is retained. This Application shall be governed by the laws of the State of Florida and any legal proceeding to resolve a dispute under this Application shall be situated in the Marion County, Court of Common Pleas.**

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERSONAL GUARANTY AGREEMENT**

In exchange for **Testco Labs LLC,** (“Company”) extending credit to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Applicant”), I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 the 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 Marion County FL 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 7410 NW Gainesville RD Ocala FL 34475, 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.

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Printed Name of Personal Guarantor Social Security Number of Personal Guarantor Date of Birth of Personal Guarantor

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Signature of Personal Guarantor Date

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| **Undersigned warrants the truth and accuracy of foregoing information and acknowledges receipt of this statement and understand the credit terms. The representative of the Applicant agrees to all credit terms as outlined above, and said representative certifies that he/she is an authorized representative of applicant with both the power and authority to sign this agreement. Applicant’s representative also acknowledges that this agreement represents the complete credit agreement between (TESTCO) and applicant.** |

**All signatures must be signed as indicated for application to be processed.**

Signed: Owner/Corporate Officer Date

Printed Name Printed Title

Signed: Personal Guarantor Date

Printed Name of Guarantor

Thomas Bischoff JR – President

Timothy Brothers - Operations Manager