



COWIN

EQUIPMENT COMPANY, INC.

APPLICATION AND CONTRACT FOR CREDIT AGREEMENT

P.O. BOX 10624, BIRMINGHAM, AL 35202

205.841.6666 OR 800.549.7966

FAX 205.841.2639

Company Name _____

d/b/a Trade Name _____

Street Address _____

City _____

State _____

Zip _____

Phone Number _____

Fax Number _____

Cellular Number _____

Email Address _____

BUSINESS INFORMATION Corporation Partnership Proprietorship LLC Years in Business _____
If less than 2 years personal guarantee required

Former Business Name _____ D & B# _____

Have you ever filed bankruptcy? _____ Federal Tax ID# _____

Bonding Co. Name and Phone # _____

AUTHORIZED AGENT INFORMATION (If more than one provide list)

Full Name _____ Relationship to Customer _____

Phone Number _____ Social Security Number _____ Email Address _____

PRINCIPAL OFFICERS	Address	Social Security Number

TRADE REFERENCES	Phone Number	Fax Number

BANKING INFORMATION

Bank Name _____ City/State _____ Checking Account # _____

Officer _____ Phone Number _____

BILLING INFORMATION

Purchase Order Number Required? Yes: _____ No: _____

Job #s Required? Yes: _____ No: _____

Monthly Statement? Yes: _____ No: _____

Tax Exempt? Yes: _____ No: _____

*If Exempt, attach proper forms.

INSURANCE INFORMATION

Insurance Co. _____

Insurance Contact _____

Insurance Co. Phone # _____

*Insurance Certificate required prior to rental

Accounts Payable Contact _____ E-mail Address _____ Phone Number _____ Fax Number _____

PROVISIONS OF APPLICATION AND CONTRACT

Confidential Credit Information

TERMS & AGREEMENT

The undersigned ("Customer") in consideration of open account credit terms with Cowin Equipment Company, Inc. ("Creditor") or any of its affiliated entities or assigns ("Cowin"), warrants by executing this agreement that all purchases/rentals made by Customer from Cowin Equipment Company, Inc. are subject to terms and conditions set forth within these provisions.

In consideration of open account credit terms with Cowin Equipment Company, Inc., I/We agree to the following terms of payment: **Net 30 Days on parts and service, Net Cash for machine purchases, and Cash in Advance each month for lease/rentals, the first month's payment payable on the initial lease date, unless otherwise negotiated.** Customer agrees to pay all finance charges of 1.5% per month on any unpaid past due balances. Cowin must be notified in writing of any disputed invoices within thirty (30) days of the receipt of the invoices/contracts, otherwise they are deemed correct and due for payment. Any account with a delinquent balance may be placed on cash basis at the discretion of Cowin Equipment Company, Inc., and any rental equipment maybe picked up without notice given. In the event this account becomes delinquent and is placed for collection requiring the assistance of a collection agency, commercial forwarder or attorney, I/We agree that Cowin reserves the right to bring legal action in whatever jurisdiction Cowin requires, and to reimburse, indemnify and pay Cowin all reasonable costs, expenses and/or collection fees incurred. Undersigned also waives all rights of personal property exemptions.

The individual(s) signing this agreement agrees that he or she is an authorized agent to execute this agreement, and the information contained within is a true and accurate statement of information regarding Customer. Customer agrees that a photocopy or facsimile of this agreement shall be valid as the original. Customer waives the right to trial by jury of all disputes, controversies and claims of any kind or character whatsoever, whether the dispute, claim or controversy is submitted to arbitration or is decided by a court. The applicant authorizes Cowin to obtain a written or oral credit report from any credit reporting agency or other inquiries it deems necessary in connection with this agreement. The applicant authorizes any bank or commercial business with which the applicant has current or inactive experience to give any and all necessary information to Cowin, to assist in the credit investigation. I/We authorize Cowin Equipment Company, Inc. to contact our insurance company to obtain insurance information/certificate(s) showing the required Rental Contract Insurance is active and acceptable by Cowin.

Print Company Name: _____ Print Authorized Agent's Name: _____

Authorized Agent's Signature: _____ Print Authorized Agent's Title: _____

Date Signed: _____

PERSONAL GUARANTEE

I/We authorize Cowin Equipment Company, Inc. and their assigned/designees to make whatever inquiries it deems necessary, including the obtaining of a consumer report pursuant to the provisions of the fair credit act, in connection with this application. The applicant authorizes any person, trade reference, bank or commercial business with which the applicant has current or inactive experience to give any and all necessary information to Cowin, which will assist in the credit investigation. I/We agree that all such information along with the credit application, shall remain the property of Cowin Equipment Company Inc., and/or their assignees whether or not the application is approved.

For value received, the undersigned Guarantor(s) personally guarantee the account of the above named applicant to Creditor. In the event said account should become delinquent and placed for collection, I/we further agree to reimburse, indemnify and pay seller all reasonable cost, expenses and/or collection fees incurred in the collection of the aforementioned delinquency. Where the collection is handled by a collection agency, commercial forwarder and/or an attorney, I/We agree that Cowin reserves the right to bring legal action in whatever jurisdiction Cowin requires. The undersigned Guarantor(s) waive(s) the right to trial by jury of all disputes, controversies and claims of any kind or character whatsoever, whether the dispute, claim or controversy is submitted to arbitration or is decided by a court. Undersigned also waives all rights of personal property exemptions.

This guarantee shall be absolute, continuing and irrevocable for the indebtedness of the account. This agreement shall remain in full force until the expiration of 30 days after written notice of revocation is received by Cowin via certified mail with proof of delivery. This revocation shall have no effect regarding any account indebtedness incurred prior to the receipt of the revocation and the expiration of the 30 day period. If the extension of credit was based in part or whole on this personal guarantee, the account terms may be changed to C.O.D. at Cowin's discretion.

Guarantor's Signature: _____ Guarantor's Signature: _____

Print Guarantor's Name: _____ Print Guarantor's Name: _____

Address: _____ Address: _____

SSN: _____ DOB: / / SSN: _____ DOB: / /

Witness Signature: _____ Witness Signature: _____

Print Witness Name: _____ Print Witness Name: _____

Date: _____ Date: _____

Incomplete applications are subject to credit denial, signature is required
Fax: 205/841-2639 | Email: creditteam@cowin.com
Mail To: Cowin Equipment Company Inc., PO Box 10624, Birmingham, AL 35202