



**APPLICATION AND CONTRACT FOR CREDIT AGREEMENT**

P.O. BOX 10624, BIRMINGHAM, AL 35202  
205-841-6666 or 1-800-239-2694

Company Name ("Customer") \_\_\_\_\_

d/b/a Trade Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Cellular Number \_\_\_\_\_ Email Address \_\_\_\_\_

**BUSINESS INFORMATION**  Corporation  Partnership  Proprietorship  LLC Years in Business \_\_\_\_\_

Former Business Name \_\_\_\_\_ D & B# \_\_\_\_\_

Has Customer ever filed bankruptcy? \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

Bonding Co. Name and Phone # \_\_\_\_\_

**APPLICANT INFORMATION, OFFICERS AND REFERENCES**

Full Name of Authorized Applicant \_\_\_\_\_ 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 \_\_\_\_\_ Fax 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**

Liability Insurance Agt./Broker \_\_\_\_\_

Contact and Phone # \_\_\_\_\_

Property Insurance Agt./Broker \_\_\_\_\_

Contract and Phone # \_\_\_\_\_

\*Liability Insurance Certificate required prior to rental

Accounts Payable Contact \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

## PROVISIONS OF APPLICATION AND CONTRACT

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### TERMS & AGREEMENT

The Customer, in consideration of open account credit terms with Cowin Equipment Company, Inc. or any of its affiliated entities or assigns ("Cowin"), agrees that all purchases or rentals made by Customer from Cowin are subject to the following terms and conditions:

Payment terms shall be **Net 30 Days on parts and service and, Net Cash for machine purchases. Payment on leases shall be Net 30 days from date of invoice.** Payment shall be made in full without reduction for claims or set offs. Customer agrees to pay a finance charge of 1.5% per month (or the maximum percentage allowed by law) on any unpaid past due balance. Cowin must be notified in writing of any disputed invoice within thirty (30) days of the date of the invoice, otherwise it shall be deemed correct and due for payment. Any account with a delinquent balance may be placed on cash basis at the discretion of Cowin, and any rental equipment maybe picked up without notice given. In the event this account becomes delinquent and is placed for collection requiring the use of a collection agency, commercial forwarder or attorney, Customer agrees to reimburse, indemnify and pay Cowin all reasonable costs, expenses and/or collection fees incurred. Customer waives all rights of personal property exemptions. Cowin reserves the right, in its absolute discretion, to require payment in advance or Cash-On-Delivery for certain purchases, leases or rentals.

Applicant represents and warrants that he or she is duly authorized to execute this agreement on behalf of Customer, and that all information provided herein is current, accurate and complete as of the date signed below.. 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. Customer authorizes Cowin to obtain a written or oral credit report from any credit reporting agency or make other inquiries it deems necessary in connection with this agreement. Customer authorizes any bank or commercial business with which the Customer has current or inactive experience to give all information needed by Cowin to assist it in the credit investigation. Customer authorizes Cowin to contact its insurance company, agent or broker to obtain insurance information/certificate(s) showing the insurance required by any lease or other contract with Cowin is active and acceptable to Cowin.

Customer agrees to be bound by the terms of this Application and Contract for Credit Agreement, the Master Equipment Lease or other Equipment Lease, and any written Order Confirmations issued pursuant to them, which documents shall constitute the entire agreement of Customer and Cowin. There shall be no oral agreements or side agreements, all of which shall be deemed void and of no force or effect.

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

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### PERSONAL GUARANTEE

The undersigned Guarantor(s) ("Guarantors") authorize Cowin Equipment Company, Inc. and its assignees/designees ("Cowin") 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 Personal Guarantee. Guarantors authorize any person, trade reference, bank or commercial business with which Guarantors may have current or inactive experience to give any and all information to Cowin which, in the opinion of Cowin, might assist in its credit investigation. Guarantors agree that all such information along with the credit application, shall remain the property of Cowin whether or not the application is approved.

For value received, the undersigned Guarantors individually, jointly, severally, absolutely, independently and unconditionally personally guarantee the account of Customer to Cowin. Guarantors shall be jointly and severally liable with Customer to Cowin, and there shall be no requirement that Cowin exhaust remedies against Customer as a condition precedent to legal action against or collection from Guarantors. In the event Customer's account should become delinquent and placed for collection, Guarantors agree to reimburse, indemnify and pay Cowin all cost, expenses and collection or attorney fees incurred in the collection of the aforementioned delinquency. Where the collection is handled by a collection agency, commercial forwarder or an attorney, Guarantors agree to the arbitration and disputes resolution provisions of the Equipment Lease or Master Equipment Lease and waive 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. Guarantor(s) also waive all rights of personal property exemptions.

This Personal Guarantee shall be absolute, continuing and irrevocable for the indebtedness of the account. This Personal Guarantee 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. A revocation shall have no effect on any account indebtedness incurred prior to the receipt of the revocation and the expiration of the 30 day period. Cowin, in its absolute discretion and without notice to Guarantors, may forbear or alter payment terms applicable to Customer, and such forbearance or alternation of payment terms shall in no way diminish or release Guarantors from their obligations under this Personal Guaranty.

|                               |                               |
|-------------------------------|-------------------------------|
| 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: _____                   |

**Applications are subject to credit denial; all signatures are required**  
Submit to: [creditteam@cowin.com](mailto:creditteam@cowin.com) or Cowin Equipment Company Inc., PO Box 10624, Birmingham, AL 35202

(Revised: June 8, 2023)



**DRIVER LICENSE REQUEST FORM**

In order to protect you from business fraud and identity theft, Cowin Equipment Company requests that you provide us with a copy of your driver license as confirmation of identity and signature.

A large, empty rectangular box with a black border, intended for the user to place a copy of their driver license.

PLACE DRIVER LICENSE IN BOX AND COPY

A second large, empty rectangular box with a black border, intended for the user to place a copy of their driver license.

Please return this form with copies of driver licenses of all contract signers. Please make additional copies of this form if more than two signatures are required.

*Applications are subject to credit denial; all signatures are required*  
Submit to: [creditteam@cowin.com](mailto:creditteam@cowin.com) or Cowin Equipment Company Inc., PO Box 10624, Birmingham, AL 35202

(Revised: June 8, 2023)

## UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

| State              | State Registration, Seller's Permit, or ID Number of Purchaser | State              | State Registration, Seller's Permit, or ID Number of Purchaser |
|--------------------|--|--------------------|--|
| AL <sup>1</sup>    | _____  | MO <sup>16</sup>   | _____  |
| AR                 | _____  | NE <sup>17</sup>   | _____  |
| AZ <sup>2</sup>    | _____  | NV                 | _____  |
| CA <sup>3</sup>    | _____  | NJ                 | _____  |
| CO <sup>4</sup>    | _____  | NM <sup>4,18</sup> | _____  |
| CT <sup>5</sup>    | _____  | NC <sup>19</sup>   | _____  |
| DC <sup>6</sup>    | _____  | ND                 | _____  |
| FL <sup>7</sup>    | _____  | OH <sup>20</sup>   | _____  |
| GA <sup>8</sup>    | _____  | OK <sup>21</sup>   | _____  |
| HI <sup>4,9</sup>  | _____  | PA <sup>22</sup>   | _____  |
| ID                 | _____  | RI <sup>23</sup>   | _____  |
| IL <sup>4,10</sup> | _____  | SC                 | _____  |
| IA                 | _____  | SD <sup>24</sup>   | _____  |
| KS                 | _____  | TN                 | _____  |
| KY <sup>11</sup>   | _____  | TX <sup>25</sup>   | _____  |
| ME <sup>12</sup>   | _____  | UT                 | _____  |
| MD <sup>13</sup>   | _____  | VT                 | _____  |
| MI <sup>14</sup>   | _____  | WA <sup>26</sup>   | _____  |
| MN <sup>15</sup>   | _____  | WI <sup>27</sup>   | _____  |

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_

(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

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