



**Cowin Equipment Company, Inc.**  
P.O. BOX 10624 BIRMINGHAM, AL 35202  
COWIN.COM | 800-239-2694

## **APPLICATION AND CONTRACT FOR CREDIT AGREEMENT**

**Please include the following documentation with your application:**

- Valid copy of applicant's driver's license (required)
- Tax Exemption Certificates (if applicable)

**FOR SUBMISSION OF COMPLETED CREDIT APPLICATION AND OTHER DOCUMENTATION:**

**Email to: [creditteam@cowin.com](mailto:creditteam@cowin.com)**

**OR**

**Mail to: Cowin Equipment Company, Inc.  
Attn: Credit Team  
P.O. Box 10624  
Birmingham, AL 35202**

APPLICATION AND CONTRACT FOR CREDIT AGREEMENT

Cowin Equipment Company, Inc.

P.O. BOX 10624 BIRMINGHAM, AL 35202
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Company Name ("Customer") DBA/Trade Name (IF APPLICABLE)

Street Address City State Zip County

Main Phone Cell Phone Email

BUSINESS INFORMATION

Structure: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ LLC (select one)

Years in Business: \_\_\_\_\_

Annual Income: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Filed for Bankruptcy: \_\_\_ Yes \_\_\_ No

APPLICANT INFORMATION

Full Name of Authorized Applicant Title

Direct Phone Email SSN#

Table with 3 columns: PRINCIPAL OFFICERS, Address, Percentage of Ownership

Table with 3 columns: TRADE REFERENCES, Phone Number, Email Address

BANK INFORMATION

Bank Name City State Checking Acct. #

Contact Name Phone Email

BILLING INFORMATION

Purchase Order Required \_\_\_ Yes \_\_\_ No

Receive Monthly E-Statement \_\_\_ Yes \_\_\_ No

Is Company Tax Exempt \_\_\_ Yes \_\_\_ No

\*If Tax Exempt, please submit proper exemption forms with app.

Accounts Payable Information

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

INSURANCE INFORMATION

Agency Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

**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 may be picked up without notice given. In the event this account is placed for collection Customer consents to the exclusive jurisdiction and venue of the state or federal courts in Jefferson County, Alabama and 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 the application is approved or not.

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 this account is placed for collection Guarantors consent to the exclusive jurisdiction and venue of the state or federal courts in Jefferson County, Alabama and 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: \_\_\_\_\_

Email to: [creditteam@cowin.com](mailto:creditteam@cowin.com)  
Mail to: Cowin Equipment Company Inc.  
Attn. Credit Team  
P.O. Box 10624 Birmingham, AL 35202