



# TREKKER GROUP

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

Branch/Sales Rep \_\_\_\_\_

## CREDIT APPLICATION & AGREEMENT

You can also access and download this application on our website at [www.trekkergroup.com](http://www.trekkergroup.com)

Applicant Name: \_\_\_\_\_ (Company or Individual under account might be open)

d/b/a: \_\_\_\_\_ (Company or Individual under account might be open)

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EIN # (SS# if an individual) \_\_\_\_\_ Primary Contact : \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email : \_\_\_\_\_

TAXABLE? **YES / NO** Certificate # \_\_\_\_\_ (Attach copy) Type of Work: \_\_\_\_\_

Type of Business: (Please check one below) Year Established: \_\_\_\_\_ PO required? **YES / NO**

- Corporation   
  Partnership   
  Sole Proprietor   
  Limited Liability Company  
 Individual   
  Government Agency   
  Other \_\_\_\_\_ D&B# \_\_\_\_\_

### Name of Principals, Owners, Partners and/or Officers

Name	Title	Address	SS #

### Trade Business References (Please list 3) (No Credit Card or Finance Companies Accepted)

Name	Address	Phone	Fax number

### Bank References

Bank	Address	Account #

Credit Terms and Conditions Continue on Page 2  
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**TERMS AND CONDITIONS**

Applicant hereby applies for credit terms with Trekker Tractor, LLC d/b/a Trekker Group, Trekker Distributor, Inc. d/b/a Trekker Group, and/or any Subsidiaries or Affiliated Entities ("TREKKER"), and certifies to TREKKER that all information herein is a true and correct statement of the current financial condition of Applicant and that it is submitted for the purpose of obtaining credit from TREKKER. Applicant authorizes TREKKER to investigate Applicant's credit, and to make any credit inquiries that TREKKER deems necessary including inquiry into Applicant's current and past banks, lending institutions or any other creditors. Applicant authorizes banking institutions, lending institutions, trade references and other creditors to release and disclose to TREKKER, Applicant's credit history and credit information normally released to a prospective creditor. Applicant releases and waives all claims against TREKKER for any act or omission that may occur in verifying the information herein.

Applicant, in consideration for the extension of credit by TREKKER, agrees and accepts that by executing this Credit Application and Agreement that: a) all rentals and/or sales made by Applicant from TREKKER are expressly subject to the terms and conditions contained herein, which terms and conditions are automatically incorporated into any and all subsequent rental contracts or other agreements entered into between TREKKER and Applicant, b) Applicant authorizes TREKKER to contact Applicant's insurance company and Applicant authorizes the insurance company to issue insurance certificates upon TREKKER's request showing the insurance required in this or any other rental agreement maintained by Applicant with TREKKER, and b) extension of credit, including establishing a credit limit, credit increase and/or credit decrease, is at the sole discretion of TREKKER, and TREKKER may, without cause, suspend the issuance of and/or decline to issue further credit to Applicant at any time.

In making this Agreement, Applicant hereby acknowledges and agrees to its ongoing obligation to pay all invoices to TREKKER in accordance with the stated terms and conditions that may otherwise be applicable to rentals and/or sales by TREKKER to Applicant, or if none, within thirty (30) days net from the date of the invoice. Interest will be assessed on all delinquent invoices at the rate of 1.5% per month or 18% per year. Any payment by Applicant that does not specify in writing a specific invoice number shall be applied first to any unpaid, accrued interest, and then to the oldest unpaid invoice on Applicant's account in chronological order. The extension of credit, and this or any contemporaneous or subsequent agreement between Applicant and TREKKER, shall be governed as to the validity, interpretation, construction, effect and in all other respects by the laws of the State of Florida. Any judicial proceedings brought by or against Applicant as a result of the extension of credit by TREKKER or this Agreement shall be brought in a court of competent jurisdiction in Miami-Dade County, Florida. Applicant shall pay TREKKER for all attorneys' fees and costs incurred in the collection of any sums due, whether or not a lawsuit is filed, including attorneys' fees and costs incurred at all trial and appellate levels. Applicant and TREKKER waive the right to trial by jury in any legal action and consent to trial by a Judge.

The individual(s) signing this Agreement acknowledges that I/We have read and fully understood the terms herein, and warrant and represent that I/We have full legal authority to execute this Agreement on behalf of Applicant.

X \_\_\_\_\_  
Representative's signature

X \_\_\_\_\_  
Title (must be an owner or an officer of the Company)

X \_\_\_\_\_  
Representative's print name

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

**PERSONAL GUARANTEE:** IN CONSIDERATION OF THE EXTENSION OF CREDIT TO APPLICANT BY Trekker Tractor, LLC d/b/a Trekker Group, Trekker Distributor, Inc. d/b/a Trekker Group, and/or any Subsidiaries or Affiliated Entities ("TREKKER"), INCLUDING CREDIT RENTALS AND/OR SALES EXTENDED TO THE APPLICANT'S BUSINESS, THE UNDERSIGNED ("GUARANTOR") HEREBY FULLY AND PERSONALLY GUARANTEE(S) PROMPT AND FULL PAYMENT AND PERFORMANCE OF ALL OF APPLICANT'S OBLIGATIONS (PAST, PRESENT AND FUTURE) ON THE TERMS AND CONDITIONS SET FORTH ABOVE OR ON SUCH TERMS AS MAY BE HEREAFTER ESTABLISHED INCLUDING AS A RESULT OF ANY CREDIT RENTALS AND/OR SALES OR ANY SUBSEQUENT RENTAL AGREEMENT(S) BETWEEN APPLICANT AND TREKKER. GUARANTOR ACKNOWLEDGES THAT THESE OBLIGATIONS SHALL CONTINUE AND SURVIVE WITHOUT CONDITIONS, EVEN IF APPLICANT DISCONTINUES, SELLS, ASSIGNS OR IN ANY MANNER DISPOSES OF THE BUSINESS TO WHICH CREDIT WAS EXTENDED TO, OR EVEN WHEN SAID BUSINESS DECLARES ITSELF IN STATE OF INSOLVENCY OR OF BANKRUPTCY. THIS GUARANTEE IS IN NO MANNER CONDITIONAL OR CONTINGENT UPON ANY ATTEMPT TO COLLECT FROM APPLICANT OR UPON ANY OTHER CONDITION OR CONTINGENCY. THIS GUARANTEE SHALL APPLY TO ALL CREDIT TRANSACTIONS BETWEEN APPLICANT AND TREKKER INCLUDING RENTALS AND/OR SALES MADE BY TREKKER TO APPLICANT AND SHALL NOT BE REVOKED BY THE DEATH, DEPARTURE, RESIGNATION AND/OR DISASSOCIATION FOR ANY REASON OF GUARANTOR FROM APPLICANT. GUARANTOR SHALL BE LIABLE TO TREKKER FOR ALL PAYMENTS FOR WHICH APPLICANT MAY BE OBLIGATED TO TREKKER, INCLUDING INTEREST CHARGES AT THE INTEREST RATE APPLICABLE TO APPLICANT'S ACCOUNT TOGETHER WITH ALL COSTS AND EXPENSES OF COLLECTION, SUIT OR OTHER LEGAL ACTION INCLUDING ALL ATTORNEYS' FEES INCURRED BY TREKKER TO ENFORCE THIS GUARANTEE. GUARANTOR AUTHORIZES TREKKER TO INVESTIGATE GUARANTOR'S CREDIT AND GRANTS TREKKER THE RIGHT TO OBTAIN AND USE CONSUMER CREDIT REPORTS PERTAINING TO HIS/HER CREDIT HISTORY AND CREDIT WORTHINESS AND AGREES THAT THIS PERMISSION SHALL BE ONGOING AND SHALL RELATE NOT ONLY TO THE EVALUATION AND EXTENSION OF THE BUSINESS CREDIT REQUESTED, BUT ALSO FOR THE PURPOSES OF REVIEWING THE ACCOUNT, AND FOR ANY OTHER LEGITIMATE PURPOSE ASSOCIATED WITH THE ACCOUNT AS MAY BE NEEDED FROM TIME TO TIME.

Guarantor's Signature: \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

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

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

Social Security #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

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

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

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

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