



CREDIT APPLICATION

Salesman _____

1. Customer Trade/ Business Name _____

2. Customer Legal Name _____

3. Street Address _____

4. City _____ State _____ Zip Code _____

5. Mailing Address (If different from physical address) _____

6. Business Phone (_____) _____ - _____ Cell Phone (_____) _____ - _____

7. Business Fax (_____) _____ - _____ E-Mail Address _____

8. A/P Contact Person _____ Telephone # if different _____

9. Business Form (check one): Limited Liability Partnership _____ Limited Liability Company _____
Limited Partnership _____ Corporation _____ General Partnership _____ Proprietorship _____

10. Type of business Truck _____ Construction _____ Repair Facility _____ Other _____
(Describe)

11. Tax ID Number _____ Social Security Number _____

12. Date Business Started _____ Amount of credit requested _____

13. Has the firm or any of its Principals ever been bankrupt? _____ Yes _____ No If yes, please explain:

14. Name and address of all General partners and/or Members, Principal Shareholders, Principal Operating or Individual Proprietor, please list percentage of ownership:

15. Bank /Lender name _____ Account # _____
Bank Phone # _____ Bank Fax # _____

16. Additional Bank /Lender name _____ Account # _____
Bank Phone # _____ Bank Fax # _____

17. Trade / Credit References:
1. Name _____ Address _____
Telephone # _____ Fax # _____ Account # _____
2. Name _____ Address _____
Telephone # _____ Fax # _____ Account # _____
3. Name _____ Address _____
Telephone # _____ Fax # _____ Account # _____

******* PLEASE ATTACH PROPERLY COMPLETED TAX CERTIFICATE *******

TERMS ARE AS FOLLOWS:

PARTS: Net 30 days: Past due accounts over 30 days will be charged interest. A 20% restock charge applies to all returns. No returns after 30 days. Receipts are required.

SERVICE: Net 30 days: Past due accounts over 30 days will be charged interest.

RENTAL: Net 30 days unless otherwise stated on invoice. Past due accounts over 30 days will be charged interest.

SALES: Due upon receipt unless financed.

In the event that payment to Tracey Road Equipment, Inc., and subsidiaries, is received in the form of a check or draft, purchaser shall receive immediate credit for the amount included therein, provided that if any check is returned due to the lack of sufficient funds in purchaser's account or is refused by the bank for any reason, the credit previously entered on the record shall be considered null and void. A service charge of \$35.00 shall be applied to the account of the purchaser in the event of any returned check.

CERTIFICATION AND AGREEMENT

The customer (identified at the beginning of this credit application) hereby certifies to Tracey Road Equipment, Inc., and subsidiaries, and agrees that (a) full and timely payment will be made for all goods purchased from Tracey Road Equipment, Inc., and subsidiaries; (b) in the event that all monies owed to Tracey Road Equipment, Inc., and subsidiaries, are not paid in full on or before the date due, then a finance charge shall accrue on said unpaid amounts at the rate of one and one-half percent (1.5%) thereof per month until said sums are paid in full; (c) the customer hereby grants to Tracey Road Equipment, Inc., and subsidiaries, a security interest in an upon all of the customer's inventory, equipment and accounts, and all proceeds thereof, whensoever acquired, in consideration of and to secure the repayment of any and all monies owed by the customer to Tracey Road Equipment, Inc., and subsidiaries, now or at any time hereafter, and Tracey Road Equipment, Inc., and subsidiaries, may file financing statements recording this security interest; (d) the customer shall reimburse and indemnify Tracey Road Equipment, Inc., and subsidiaries, including , without limitation, reasonable attorneys' fees, court costs and other collection costs; (e) all information contained on this application is correct and accurate; (f) Tracey Road Equipment, Inc., and subsidiaries, may discontinue and terminate such credit as to future transactions at any time without notice for any or no reason; (g) at the option of Tracey Road Equipment, Inc., and subsidiaries, all money owed by customer to Tracey Road Equipment, Inc., and subsidiaries, within ten (10) days of the date when due; and (h) **APPLICANT AND EACH OTHER PERSON SIGNING BELOW WARRANTS THAT THE INFORMATION PROVIDED HEREIN OR IN CONNECTION WITH THIS APPLICATION IS TRUE AND CORRECT AND AUTHORIZES THE RELEASE OF SUCH INFORMATION TO TRACEY ROAD EQUIPMENT, INC., AND SUBSIDIARIES, AND /OR ANY PARTY WHICH MAY PROVIDE CREDIT TO APPLICANT, WHETHER HEREIN OR PURSUANT TO A SUBSEQUENT APPLICATION OR REQUEST, TO OBTAIN BANKS, CREDIT BUREAUS AND OTHER CREDITORS, ALL OF WHICH HEREBY AUTHORIZED TO RELEASE ANY CREDIT/FINANCIAL INFORMATION CONCERNING APPLICANT OR SUCH OTHER PERSON (INCLUDING PERSONAL CREDIT BUREAUS) AS SUCH PARTY MAY DEEM APPROPRIATE, AND TO SHARE ALL SUCH INFORMATION WITH THE OTHER.**

Dated _____

Customers Name _____
(Please print name)

By _____
(Sign name and title)

SYRACUSE
6803 Manlius Center Road
East Syracuse, NY 13057
Tel: (315) 437-1471
Fax: (315) 437-0218

ALBANY
115 Railroad Avenue
Albany, NY 12205
Phone: (518) 438-1100
Fax: (518) 438-4430

BATAVIA
7919 Oak Orchard Rd. Rt. 98N
Batavia, NY 14020
Phone: (585) 343-2860
Fax: (585) 343-4751

BINGHAMTON
1523 Route 11 North
Kirkwood, NY 13795
Phone: (607) 775-5010
Fax: (607) 775-5104

QUEENSBURY
280 Corinth Road
Queensbury, NY 12804
Phone: (518) 793-9688
Fax: (518) 793-1929

ROCHESTER
300 Middle Road
Henrietta, NY 14467
Phone: (585) 334-5120
Fax: (585) 334-512

WATERTOWN
19598 Cady Road
Adams Center, NY 13606
Phone: (315) 788-0200
Fax: (315) 788-322

PERSONAL GUARANTY

In consideration of the extension of credit by Tracey Road Equipment, Inc., and subsidiaries, to the customer and of said customer's indebtedness to Tracey Road Equipment, Inc., and subsidiaries, the undersigned hereby unconditionally guarantees the immediate payment when due of all monies at any time by said customer to Tracey Road Equipment, Inc., and subsidiaries. The obligation of the undersigned shall not be terminated or changed in any respect notwithstanding any circumstances or occurrence whatsoever which otherwise might terminate or change the obligation of the customer. The undersigned hereby consents and agrees to all of the terms and provisions of the above "Certification and Agreement" as if fully set forth herein. Without limitation of the foregoing, the undersigned all unconditionally guarantees the payment by the aforesaid customer to Tracey Road Equipment, Inc., and subsidiaries, of any and all finance charges, attorneys' fees and collection costs. The undersigned shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office. The term "undersigned" shall mean each person whose signature appears below regardless of number or gender. The undersigned hereby grants Tracey Road Equipment, Inc., and subsidiaries, and / or any party which may provide credit to applicant permission to check the undersigned's credit with any listed bank and trade references and /or appropriate credit reporting agencies.

Dated _____

1. Signature _____ Print Name _____

Social Security # _____ Address _____

2. Signature _____ Print Name _____

Social Security # _____ Address _____

3. Signature _____ Print Name _____

Social Security # _____ Address _____

Notice: If your application for business credit is denied you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit and Collection Coordinator at the address below within 60 days from the date you are notified of the decision. We will send a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract): because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Lender is the FTC Region Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Please return completed credit applications, along with all sales tax or any applicable farm tax exemption certificates, via fax or e-mail:
Fax: (315) 437-0218 E-Mail: credit@traceyroad.com

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SYRACUSE
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