

Line of Credit Application

Industrial Power Truck & Equipment
4108 Marsalis St.
Fort Worth, TX 76117-6306
Voice: (817) 834-7473 • Fax: (817) 834-2400



Date: _____ Customer Name: _____

Billing Address: _____ Shipping Address: _____

Street or P.O. Box _____ Physical Address _____

City, State, Zip _____ City, State, Zip _____

Phone Number: _____ Years in Business: _____

Type of Business: _____ Years Under Current Mgmt: _____

Sales Tax: All Purchases Taxable Some Exempt All Tax Exempt

Note: Please complete attached certificate if any purchases are exempt.

Organization: Corp. (State: ___) Partnership (No. of Partners: ___) Sole Prop.

Key Officers or Principals in the Business

Name Title Address, City, State, Zip

Name Title Address, City, State, Zip

Name Title Address, City, State, Zip

Local (Med/Hvy Duty Truck Parts/Service) References (Three Required)

Company Name Address Phone No. Contact Name

1. _____

2. _____

3. _____

Bank Name: _____
Bank Name Address Phone

Bank Officer: _____ Account No.: _____

Note: I agree that all payments are to be made to Industrial Power Truck & Equipment, Inc. "Seller" at 4108 Marsalis, Fort Worth, TX 76117 in Tarrant County. I understand that all charges made to our account shall be deemed on account stated and be due and payable on or before the 10th of the month next following the month in which any charge is made or incurred. If this account is not paid when due, seller may charge interest and if charged, buyer agrees to pay interest on the unpaid principle balance of buyer's account at a rate of 12% per annum, or at the highest rate allowed by law, whichever is lesser, until all sums due are paid in full. In the event it becomes necessary for the seller to enforce collection of buyer's account, buyer agrees to pay any & all expenses incurred by the seller including reasonable attorney fees and court cost.

Note: Signature is required before credit can be approved.

Signature: _____

Printed Name Title Date

For Credit Department Use Only			
Approved By:		Date:	
Credit Limit:		Account No.:	

Business-Commercial Charge Account Agreement

Industrial Power Truck & Equipment

4108 Marsalis St.

Fort Worth, TX 76117-6306

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This Charge Account Agreement made by and between Industrial Power Truck & Equipment, Inc., as "Seller", and _____, as "Buyer", effective as of the date of execution here of by Buyer is as follows:

WHEREAS, it is contemplated that Buyer will from time to time request seller to charge Buyer's account for goods and or services purchased form or rendered by the Seller in lieu of paying cash upon delivery for such goods or services; and

WHEREAS, Seller desires to accommodate any such request from Buyer so long as Buyer's account is current and in good standing in accordance with the terms of this agreement;

NOW, THEREFORE, in consideration of any credit extended to Buyer by Seller for goods or services sold to Buyer and the mutual promises made herein, Buyer agrees that:

1. If at any time, Buyer should request Seller to charge Buyer's account for goods or services and Seller, in Seller's sole discretion, agrees to extend credit to Buyer, Buyer agrees to promptly pay for any such charges on or before the due date herein provided.
2. All charges made to Buyer's account shall be deemed an account stated and due and payable on or before the 10th of the month next following the month in which any charge is made or incurred.
3. All charges made to a Buyer's account shall be made by Buyer or Buyer's duly authorized agent or representative. Buyer represents and agrees that any person requesting work or service or materials from Seller is authorized to do so unless Buyer limits those persons who may act for it by furnishing Seller with a list of persons who are only authorized to incur charges with Seller.
4. All payments due Seller shall be made payable at Seller's principle place of business in Fort Worth, Tarrant County, Texas.
5. Seller may at any time limit the amount of purchases charged by Buyer pursuant to this agreement.
6. In the event Buyer fails to pay any amounts due and owing on Buyer's account on the due date as above provided, Buyer agrees to pay Seller, in addition to any principle amount due, interest on the unpaid principle balance of Buyer's account at the rate of (12%) per annum, or at the highest rate allowed by law, whichever is lesser, until all sums due Seller are paid in full. In the event it becomes necessary for the Seller to enforce collection of Buyer's account, Buyer agrees to pay for any and all expenses incurred by the Seller, including reasonable attorney's fees and cost of suit.
7. All obligations under this agreement and all goods and services purchased hereunder are performable in Tarrant County, Texas, which shall be the place of venue of any suit to enforce Buyer's obligations hereunder.
8. This agreement shall not in any manner be construed so as to limit any legal remedies available to Seller to enforce or collect any accounts existing or which may exist in the future between parties.
9. This agreement shall be governed and construed by the laws of the State of Texas.
10. The undersigned person executing this agreement for or on behalf of Buyer warrants and represents that such party is authorized to execute this agreement, and in the event such authority is ever questioned or disputed the undersigned party agrees to personally indemnify and hold Seller harmless for and be liable to Seller for any and all obligations of Buyer hereunder.
11. For and in consideration of the extension of credit to the Buyer herein, the undersigned individually guarantees all indebtedness and obligations of the Buyer herein.

Signature of Buyer

Signature of Seller

Printed Name, Title and, Date

Printed Name, Title, and Date

Signature of Guarantor

Printed Name, Title and Date